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K#: 8147

Employer Name: Connecticut Construction Industrial Association, Inc. & AGC/CCIA Building Contractors Labor Divisions of Connecticut, Inc.

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K 8147
3,000 workers

51 pgs.

8147

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AGREEMENT

Between the

**CONNECTICUT CONSTRUCTION
INDUSTRIES ASSOCIATION, INC.
AND THE AGC/CCIA
BUILDING CONTRACTORS
LABOR DIVISION OF CONNECTICUT, INC.**

and the

**UNITED BROTHERHOOD
OF
CARPENTERS AND JOINERS OF AMERICA,
NEW ENGLAND REGIONAL COUNCIL OF CARPENTERS,
LOCALS 24, 43 and 210**

BUILDING and HEAVY & HIGHWAY

Effective: May 1, 2002 to April 30, 2006

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AGREEMENT

Between the

**CONNECTICUT CONSTRUCTION
INDUSTRIES ASSOCIATION, INC. and the
AGC/CCIA BUILDING CONTRACTORS
LABOR DIVISIONS OF CONNECTICUT, INC.**

And

**UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA,
NEW ENGLAND REGIONAL COUNCIL OF CARPENTERS,**

LOCALS 24, 43 and 210

This AGREEMENT, is made and entered into on this fourteenth day of May, 2002, by and between the CONNECTICUT CONSTRUCTION INDUSTRIES ASSOCIATION, INC. and the AGC/CCIA BUILDING CONTRACTORS LABOR DIVISION OF CONNECTICUT, INC. (hereinafter referred to as the "Association"), acting for and on behalf of those members it has been authorized and agreed to represent as listed in Schedule A attached hereto and who hereafter authorize the Association to represent them and such other Employers who assent to its provisions by signature thereto (each of which being an "Employer" as hereinafter defined and referred to herein as such) in their dealings with the United Brotherhood of Carpenters and Joiners of America, New England Regional Council of Carpenters, Locals 24, 43 and 210, (hereinafter referred to collectively as the "Union"). Prior to negotiations a current list of members of the Association who have authorized the Association to represent them will be furnished to the Union. The Union may for good cause object to the addition of an Employer to the bargaining unit, but if it does, the Union shall not thereafter sign that Employer to an independent agreement.

PREAMBLE

SECTION 1.

The purpose of this Agreement is to determine the hours, wages, and other conditions of employment, to adopt measures for the settlement of differences, to maintain a

cooperative relationship so that the Employers may have sufficient capable workers and the workers may have as much continuous employment as possible, and to establish the necessary procedures for the amicable settlement of all disputes which may arise between Employers and employees.

SECTION 2.

The following terms and conditions relating to the employment of workers covered by this Agreement have been decided upon by means of collective bargaining and will be binding upon the Employer and the Union during the term of this Agreement and any renewal thereof.

SECTION 3.

The conditions of this contract are separate and apart from any and all contracts, and the breach of this contract by any Employer will neither be imputed to nor cause any other Employer to be responsible therefore.

ARTICLE I RECOGNITION

SECTION 1.

The Association, on behalf of those Employers listed in Schedule A, and herein defined, recognizes and acknowledges the Union, its duly authorized agents, representatives or successors, as the exclusive bargaining agents for all of the Carpenter employees of such members who are employed by the Employer at all of its establishments or sites of work within the Scope and Territorial Application of this Agreement.

SECTION 2.

The term "employee" as used in this Agreement shall mean all and any employees who perform work for the Employer within the scope of this Agreement, including carpenters and joiners, floor layers, millwrights, pile drivers, underpinners and timber workers, shorers and divers and diver tenders, whether employed on a building or heavy and highway project.

SECTION 3 (a).

The term "Employers" as used in this Agreement shall mean those members of the Association listed in Schedule A at the time this Agreement is executed and any Employer who joins hereafter and authorizes the Association to represent them for and during the term of this Agreement for those employees represented by the Union, except, if the Union for good cause objects to having a

signed Agreement with that Employer and does not thereafter sign that Employer to an independent agreement.

SECTION 3 (b).

Neither the Employer nor the Union will be a party to any plan, scheme, or device intended to circumvent or defeat any provision of this Agreement.

SECTION 3 (c).

No Employer shall for the purpose of avoiding, evading, or circumventing the terms of this Agreement transfer any of the operations now in effect to any existing corporation or to any new organization or entity created by merger, consolidation or splitting off from the existing entity to perform the same work as the Employer now performs within the scope of employment covered by this Agreement. If the Union claims that any such transfer by an Employer was made for the purpose of circumventing, avoiding, or evading the terms of this Agreement, the Union shall have the right to submit such claim to arbitration. The arbitrator shall have the authority to determine whether such transfer was made for the purpose of circumventing, avoiding, or evading the provisions of this Agreement. If the arbitrator determines that the Employer violated the terms of this provision, then the new organization referred to above may be deemed an Employer within the terms of this Agreement and bound by the provisions hereof from the date of its creation.

SECTION 4.

The Employer agrees not to enter into any agreement with her/his employees, individually or collectively, nor negotiate or bargain with them, unless it is through the duly authorized representatives of the Union. There shall be no individual agreements with employees covered by this Agreement and any such agreements shall be null and void.

SECTION 5.

The parties agree that neither will sponsor or promote, financially or otherwise, directly or indirectly, any group or organization, for the purpose of undermining the other, nor will either interfere with, restrain, coerce or

discriminate against any employees, or members in connection with their membership, or non-membership in the Union, or the Association or in connection with any activities in behalf of the Union or the Association.

ARTICLE II

SCOPE OF AGREEMENT

SECTION 1.

The provisions of this Agreement shall apply to the construction, renovation, maintenance of or addition to any building or structure including Sewage, treatment, and water treatment plants shall be covered by the terms and conditions of this Agreement.

SECTION 2.

The provisions of this agreement shall apply to heavy and highway construction work which is defined as The construction, improvement, modification, or any addition or repair of roads, parkways, railroad and street railway construction projects, grade separations, bridge foundations, pile driving, piers, abutments, retaining walls, dams, viaducts, shafts, tunnels, subways, track elevations, elevated highways, monorails, graving docks, drainage projects, jetties, breakwaters, harbors, airport runways, highway and railroad bridges, moveable bridges, bascule bridges, lift bridges, bridge machinery, aqueducts, duct lines, on roads, field shops or shacks used in conjunction with a highway project, bridges, sewer lines, streets, pump stations, hydroelectric plants, sewage treatment and water treatment plants, electrical generating plants other than nuclear and other facilities used in connection with and serving the aforementioned work and services.

SECTION 3: Wood Frame

All carpentry work in residential construction as defined below shall be done in accordance with the terms and conditions of the Carpenters Local No. 723 Agreement as amended to cover wood frame and custom residential construction in Connecticut.

Residential woodframe construction is defined to include new construction of all residential units such as single unit dwellings, duplexes,

townhouses and walk-up apartments which do not exceed four stories in height including a basement. This definition shall also cover the receiving, fastening and putting in place of all modular residential units, when used in construction as described above, regardless of material utilized, to construct modular units, including but not limited to wood, masonry, metal or plastic. Custom home construction as currently preformed under the Local 210 Custom Residential Construction Agreement will be performed under the terms of the Local No. 723 Agreement as amended to cover wood frame and custom residential construction in Connecticut.

ARTICLE III

TRADE JURISDICTION

SECTION 1(a)

The Employer agrees that the Union shall be the exclusive representative of all employees performing the work described in the Scope of Agreement, Article II, of this Agreement, including, but not limited to, the following work usually and customarily performed by employees represented by the Union:

Carpenters, piledrivers, divers and divers tenders, millwrights and floor coverers, may be assigned all work under this Agreement interchangeably and applicable rates shall apply as per Article IX, Wages.

SECTION 2: Carpenters

The carpenter claims: Laying out and picking up all the tools and cords of her/his trade in the A.M. and P.M. in its entirety.

Taking off of line and grade from original points set in the immediate work area by the job surveyor for the purpose of performing carpentry work. There shall be no limitation of the Carpenters' use of any layout tool or instrument.

Prefabs or constructs forms for footing or foundations, of houses, buildings, structures of all descriptions, whether made of wood, metal, plastic or any other type of material, erects structural parts of a house, building or

structure made of wood or any other substitute such as plastic or composition material; puts together roofs, partitions, fabricates, or erects forms for decking or other structural parts of houses, buildings or any structure; and dismantles all forms. Fabricates, erects and dismantles false work and the setting or dismantling of forms or gang forms to the extent provided by International Agreements, decisions of record and area practice. Fabricates and/or sets all templates, including anchor bolts necessary for structural members or machinery and places and/or levels these bolts. All concrete forms whether wood, metal, plastic or any other composition built, erected and stripped by hand, crane, including any signaling by hand or radio.

The joining together of all types of concrete forms, whether of wood, metal, or composition material, such as the assembly and erection of metal bin walls.

The setting, plumbing, bracing, rigging and stripping of all types of forms excluding metal forms for concrete pavement.

The fabrication and assembly of any gang forms by the Employer or a subcontractor shall be performed by employees covered by this Agreement or employees covered by another collective bargaining agreement with an affiliate of the United Brotherhood of Carpenters. This excludes patented forms such as economy forms, Symons forms, Blaw Knox and architectural forms.

Frames in connection with the setting of metal columns, sets all forms, centers, stairs, and bulkheads, fabricates and sets screeds and stakes for concrete and mastic floors where the screed is notched or fitted or made up of more than one member, makes and sets all forms used in concrete work, and installs all types of expansion joints excluding expansion and contraction joints in concrete pavement.

Strips all concrete forms at a "Safe distance" from columns beam sides, and beam bottoms, wall and footing forms, flat arch, forms of all types of construction.

The unloading and distribution of the following material regardless of truck size, placing into a stockpile and from the stock pile to the point of erection. Sheet rock or any type of wallboard, metal or wood studs, any and all type of ceiling tile, grid system, metal or wood doors, metal or wood door bucks, carpet or floor tile and its adhesive. Cabinets or office equipment whether crated, boxed or blanketed. The erection and dismantling of self supporting scaffolds over 14 feet in height from the ground up, all multi-craft scaffolds and specially designed scaffolds, as per decision of record April 28, 1920, in Plan for Settling Jurisdictional Disputes in Green Book.

Builds, erects and dismantles wood scaffolding and self supporting scaffolding, builds and constructs wood derricks, makes mortar boards, boxes and trestles, puts in needle uprights, shores building, razed, where wood materials are salvaged, and moves building. Fits, installs, and fastens, stops, beads and molding in wood, plastic and aluminum doors in windows, frames all false work, wood derrick and hoists, travelers and all lumber or material used in the building and construction industry, puts on all hardware, puts up interior and exterior trim for finish wood. Hangs, sets and installs wood, metal, plastic or any other wood substitute material, all types of jambs, bucks, casing, moldings, chair rails, mantles, base or mop boards, wainscoting, furniture, china closets, kitchen cabinets, wardrobes and installs bowling alleys.

Dry Wall Construction - Installs, erects and/or applies all materials and component parts and corner beads, nailed and/or crimped, of dry wall construction, regardless of their material composition or method or manner of their installation attachment or connection, including but not limited to the following items: all floor and ceiling runners, studs, stiffeners, cross bracing, fireblocking, resilient channels, furring channels, doors, and windows, including frames, casing, molding, base, accessory trim items, gypsum dry wall materials, laminated gypsum systems backing board, finish board, fireproofing of beams and columns, fireproofing of chase, sound and thermal insulation materials, fixture

attachments, including all layout work; Handles fixtures, trim and other finished preparation of all openings for lighting work in material erected by carpenters. Erects connection therewith; porcelain enamel panels, and glass wall panels

Builds and erects wood stairs, store, office, and decisions of records. Assembles and sets bank and other fixtures; shelving, racks, all seats in theaters, halls, churches, schools, whether of wood or other material, makes and banks, stadiums, open air theaters and other fits screens, puts on weather strips and buildings, installs wood, metal and plastic caulking. Installs laboratory equipment, corner beads, performs carpentry work in including cabinets, work benches, bookcases conjunction with fabricating and erecting of and cabinets, black boards, bulletin boards, concrete distributors, used in erecting meter boards of all types. buildings or fireproofing floors or for pouring

Cuts and supplies all furring in conjunction concrete building, builds and repairs coal with carpentry work, makes and fastens wood pockets, breakers, washers, tipples, sets forms brackets for metal ceilings and sidewalls, for sidewalks, light bases, curbs and gutters, erects all wood furring for cornices and puts and welds and burns incidental to carpentry. on all wood grounds for plaster or cement finish.

Installs moldings made of wood, metal, plastic awnings, doors, shelters, marquees and or composition, makes cuts for pipes through jalousies. Installs draperies and curtains. floors, joists or partitions composed entirely or Applies acoustic tile, whether glued or nailed, in part of wood or other material erected by acoustical suspended ceilings and insulation, carpenters. including fiber glass, rock wool, styrofoam, whether nailed, clipped, glued or blown.

Milling, fashioning, joining, assembling, Any and all work related to clean-room work erecting, fastening, or dismantling of all including the following: dismantling of clean- materials of wood, hollow metal, or fiber, or of room wall panels, track, and door units; products composed in part of wood, hollow removal of UPLA filter units, sheet metal metal, calamine, or fiber. plenum dividers, and ceiling grids; Unistrut

Installs all framework partitions and trim supports, access flooring, and sheet rock walls material for toilets and bathrooms made of within the clean zone; sheet metal and wood, plastics or of composition materials, aluminum wall panels below the access floor, fastens on all wooden, plastic or composition between the floor and ceiling system, and cleats to ironwork or on other material, erects above the ceiling system to the deck; all doors, and installs Stran Steel or other similar frames hardware, and glazing; all ceiling grid material, cuts and hangs all lumber or other system components, including primary hangs material between girders and joists for of Unistrut, welded grid frames, fluid seals, fireproofing or concrete centers, sets and filter units, and all components inherent to the hangs sash, doors, inside and outside, blinds, ceiling system; access flooring, vinyl tile windows, and other frames, erects or applies flooring, and carpet, and all cleaning in the all shingles, siding, wallboard or sheets, Fab will be done by trained carpenters composed of wood, wood pulp, plexiglass, knowledgeable of the system being serviced. structural glass, flex-o-glass, and all other

Carpenters may be assigned fire glass, plastic, plaster transite or composition stopping/smoke sealing of all penetrations, materials or any combination of the above joints, gaps, and openings in fire-rated construction, whether with sealants, with metal, regardless of the manner attached, mechanical devises, dry-mix compounds, in accordance with International Agreements, tapes, pillows, and regardless of backing and decisions of record. material used.

Fire stopping/smoke sealing is the installation of single material or combination of materials used to create a fire-stop system or assembly capable of preventing the spread of heat, fire gasses or smoke through an opening in a wall or floor. The fire stop system or assembly refers to all the necessary components in the approved fire-stop design, which can include, but is not limited to the penetrant size, annular space, sealant depth, joint width, etc.

The unloading, handling, setting, and connecting together of self-service refrigerated and frozen food display cases, walk-in coolers, and freezers regardless of material.

All cutting of timber and hanging of rough lumber between girders and joists and beams, including timber lagging, falsework and timber or other sound barrier erection, and all forms used in concrete work excluding placing and removing of protective false decking to be used solely for demolition.

Erection of sound barriers. This shall include the setting, bracing, plumbing, cutting, nailing, erection and construction of sound barriers.

Segmental Concrete - Including but not limited to the forming, stripping, moving and handling, rigging, loading and unloading, erecting, setting, leveling, connecting and shoring.

The Employer may also assign employees covered by this Agreement to any work that is a part of or integral to any structure being built under the terms of this Agreement, including but not limited to the following: operation of powered tugboats and towboats, small powered boats and personnel boats; the loading and unloading and stockpiling of carpenter materials and structural members; erection of all precast segmental members on bridges, (excluding precast box culverts); precast and steel erection; erecting piers and marine work; and pre-cast concrete walls.

All welding and burning connected with carpentry, work as defined herein.

SECTION 3. Piledrivers

All terms of this Agreement shall apply to pile drivers, plus the following:

Sub-SECTION 1

The term "Pile Driver" shall apply to the construction, adding to, renovating or remodeling of buildings and structures, highway, railroad construction, bridge work, dock, wharf building work, all work on public highways to the extent that the work listed below is involved:

(a) The driving and pulling of piles, whether of wood, concrete, steel, composition or molded in place. All assembly and placement of Sheet piling, Caissons, and Slurry Walls. In mucking out cofferdams and trench work where sheet piling is used, a pile driver signalperson must be used as a lookout where pile drivers are working within.

(b) All piles in foundation and in connection with building work, highway, railroad construction, bridge work, dock, wharf building work, all work on public highways and all steel and concrete sheeting, H-beams, driving and pulling of same, loading and unloading, handling and burning off, cutting and cutting off, lining, capping, bracing of all piles, of all cradles and inclines of timbers where piling is used, whether of wood, steel, concrete, composite or molded in place, taking soundings and sinking of all wood, steel or concrete piling or sheeting whether temporary or permanent. Caissons, whether drilled or driven, excluding dug in caissons, shall be constructed by pile drivers and handled in the same manner as pile driving.

(c) The erection of and rigging, dismantling, handling, and modification of all equipment pertaining to pile driving is to be performed by pile drivers; also all burning and welding involved.

(d) The handling of pile driving machines on site of work and in storage yards, the handling of all derricks and pile driving machinery from railroad yards, storehouses, and to and from jobs must be performed by pile drivers.

(e) The setting, bracing, driving, cutting of or extracting of all bulkheads, sheathing, cofferdams, and caissons, regardless of

composition and requiring the use of power equipment. All work pertaining to earth retention and earth stabilization, consisting of but not limited to soil nailing systems, earth anchoring, tie backs, rock anchoring, the cutting and placing of all lagging and contact sheathing, the handling, stressing, cutting, and bolting up of all tendons, double lag bars and their related equipment, as well as all underpinning, shoring, and bracing.

Fabrication on site, laydown areas, or yards whether in close proximity to the jobsite or not will be done by the pile driver, such as cutting, burning, welding, grinding, drilling, bolting or other related tasks needed in fabricating, splicing or assembling.

The positioning, placing and pouring of concrete, sand or stone into pipe piles, shell piles and monotube piling by any method, (including truck, crane bucket or pump), shall be the jurisdiction of the pile drivers.

(f) The operation of a sand drain rig, including erection thereof and rigging, dismantling and all burning and welding involved.

(g) In pile driving, the quick-action valve or button not located on the rig or within the reach of the operator or on the compressor shall be operated by pile drivers covered by this Agreement.

(h) All welding and burning connected with Pile Driving work as defined herein.

All branches of bridge, dock, and wharf building; the driving and pulling of piles on the foregoing and on public highways and bridges, whether of wood, concrete, steel, composite or molded in place. In mucking out cofferdams and trench work where sheet piling is used, a pile driver signalman must be used as a lookout when pile drivers are working within.

All piles in highway and railroad construction, bridge work, dock and wharf building work, and all work on public highways, steel and concrete sheeting, H-beams, driving and pulling of same, excluding wood sheets driven with a hand-held hammer, loading and unloading, handling and burning off, cutting and cutting off, lining, capping, bracing of all piles, all cradles and inclines of timbers where

piling is used, whether of wood, steel or concrete, composite or molded in place. Sinking of all wood, steel or concrete piling or sheeting whether permanent or temporary and taking soundings in connection with this work. Caissons, whether drilled or driven, shall be fabricated by pile drivers and handled in the same manner as pile driving.

All driving work required in connection with any erection or dismantling of any piles, caissons, piers, and wharfs.

The cutting, setting, hanging of timber, rough or finish lumber between girders, beams, H-beams or whalers, with respect to all timber lagging and falsework.

All on site repair and maintenance of augur and drill bits, such as sharpening, welding, dress welding, etc., provided members of the pile driving crew are qualified and available to do this work.

The Employer may also assign employees covered by this Agreement to any work that is a part of or integral to any structure being built under the terms of this Agreement, including but not limited to the following: operation of powered tugboats and towboats, small powered boats and personnel boats; the loading and unloading and stockpiling of carpenter materials and structural members; erection of all precast segmental members on bridges, (excluding precast box culverts); precast and steel erection; erecting piers and marine work; and pre-cast concrete wall.

Sub-SECTION 2.

Not less than three (3) journeypersons and a foreman shall constitute a crew for a land rig, and not less than four (4) journeypersons and a foreman on a water rig. There shall be no limitation as to the number of rigs assigned to a crew, but no crew shall drive piles on more than one rig at a time. All pile drivers will be under the direction of a pile driver foreman.

Sub-SECTION 3.

The crew requirements in Sub-Section 2 herein above shall not apply on redrive or sheeting work where the sheets are 30 feet or less in length.

Sub-SECTION 4.

In the event difficult pile driving conditions or unusual circumstances are encountered or the utilization of new equipment such as the movax, the Employer may use less than the crew requirements specified in Sub-Section 2 herein above, if approved by a Council Representative and approval shall not be unreasonably withheld.

Sub-SECTION 5.

When working on the water, the time shall commence when such person reports to the site or leaves the dock on company equipment, whichever is earlier, and ends upon returning to the dock or site, whichever is later.

Sub-SECTION 6.

Where test piles are driven and pile load tests are performed, which require readings around the clock, the shift provisions of Article X, Hours of Work, Sub-Section 7, shall apply, and the Employer shall schedule the hours as equitably as possible.

Sub-SECTION 7.

The Employer shall pay the cost of all welding tests for current employees, and applicants when certification is required on the job.

Section 4. DIVERS

All terms of the Agreement shall apply to diving work and the following:

Sub-SECTION 1.

The following work (new and old work) is claimed by submarine divers represented by the Union. Submarine diving and all of its branches; such as construction, reconstruction, repairing, inspecting, removing, and recovering of all objects below water surfaces; requiring the use of any type of diving apparatus.

Sub-SECTION 2. - WORKING HOURS

A minimum of eight (8) hours pay shall be guaranteed.

Sub-SECTION 3. DEPTH LIMITATION

Divers' time at all depths exceeding forty (40) feet shall be governed by the United States Navy Standard Decompression Table (using compressed air) using the optimum exposure time as found in Manual Navy ships No. 250-

538. All safety precautions shall be observed in connection with this Manual.

Sub-SECTION 4. - DECOMPRESSION AND RECOMPRESSION

A decompression chamber shall be kept on the job by the company at the request of the divers when the depth exceeds seventy-five (75) feet.

Time required for decompression after the regular shift shall be paid for at the overtime rate. The Tender shall stand by while the diver is in the decompression chamber, and such time shall be considered time worked.

The Diver shall have sole opinion as to whether a long or short form of recompression is used.

Sub-SECTION 6. GENERAL RULES:

(a) Under all diving conditions the reasonable judgment of the diver shall be accepted regarding the length of time spent under the water and the hours that can be worked with safety.

(b) The diver shall have the right to select his/her own tender.

(c) The diver shall be consulted when working in deep water as to how many dives he/she can make in a working shift.

(d) A suitable shelter, properly heated, lighted and ventilated shall be provided for the diving crew.

(e) The diving crew shall not perform any work, during a diving shift, outside of actual diving, decompression and care and maintenance of diving equipment, except for unforeseen emergencies.

(f) The Employer shall furnish all tools, equipment and gear. Divers may rent their gear to Employers.

Sub-SECTION 7. - DIVERS TENDERS

Tenders shall receive the prevailing dock builders wage rate. When any part of the shift has been worked, the tender shall be paid for the full shift. On a shift when no diving is performed, tenders shall be required to work on the maintenance and repair of diving gear or other work within the scope of this Agreement.

Sub-SECTION 8. - HANDLING OF EQUIPMENT

The handling and maintenance of any diving equipment on site of work and in storage yards must be performed by divers or tender.

All welding and burning connected with diving work as defined herein.

Section 5. MILLWRIGHTS

All of the terms of this Agreement shall apply to Millwrights, plus the following:

Sub-SECTION 1.

The term "Millwright" and Machinery Erectors shall mean the unloading, hoisting, rigging by any means, transferring, moving, cleaning, disassembling, assembling, welding, burning, erecting, calibrating, aligning, starting-up and testing, adjusting, repairing, and the maintaining of all machinery and equipment, be it powered by, or receiving power from, steam, gas, gasoline, diesel, jet, electric, pneumatic, water, solar, thermal, mineral, atomic, rocket, nuclear, chemical or any other source, regardless whether temporarily or permanently installed or located and shall also include the following work:

Although some components of machinery and/or equipment may be described in one application or location and not in another, it shall not be excluded from our autonomy when, to avoid repetition, it is not described in other applications.

Some of the locations in which you may find machinery, equipment and their components are: woodworking, canning, food, and computer industries, steel, metal, plastic, and glass manufacturing or recycling plants, foundries, ore reduction plants, stamping facilities, coffee roasting plants, paper, cellophane and film industries, feed and saw mills, rock, gravel, sand washing, stone crushing, cement and asphalt plants, water, sewage and chemical treatment plants, laundries, kitchens, restaurants, hospitals, bakeries, fertilizing and mixing plants, can, ice, bottle and bag manufacturing plants, textile, flour, and paint mills, breweries, milk, rendering and meat processing plants, locks, dams and bridges, coal yards, sugar refineries, post offices, package handling centers, incinerators, co-generation, coal gasification

stand power plants, automotive, truck and/or similar manufacturing type factories, bio-research facilities, the amusement, recreational and entertainment fields.

a. Unloading, hoisting, dismantling, erecting, assembling, lining, and adjusting of all machines, shafting, bangers, gears, sprockets and chains, belting and all other drives necessary to the transmission of power.

b. Millwrights shall set all engines, motors, dynamos, generators, diesel generators, motor restraints, install, measure and align with optical instruments when necessary, the reactors, control, push and shut-down rods, rod pressure housing, drives, guide sleeves and other related equipment in reactors, turbines, castings, combustion chambers and all its related components, the attachment of the inlet manifolds and exhaust ducts, cylinders, diaphragms, rotors, blade rings, blade or bucket assemblies, hydrogen coolers, blower assemblies, packing joints on hydrogen coolers, exciter or Alterex and all others, turning gear, extension box, welding of extension box, lagging, stretching of coupling bolts or others, perform oil flush, install turbine lube oil tank, pumps and related component skids, filters, thrust bearings, the sweating on and shrinking of bearings, couplings, shafts and others, sole plates and machine bases, perform precision grouting integral to the setting of machinery, using the following materials, epoxy, wet, non-shrink, dri-packing or other types, demineralizing, hydromation and mechanical dust systems, sensors, air compressors, super chargers, coolers, boiler controls and linkage, Bailey Meters or similar devices and their linkages, fluid drives, embedded guides for traveling screens, traveling screens, roller, slide, knife, lock and sluice gates, limit torques on mechanical valves, gates and others, tainter valves, limit switches, trips, triggers or switches including the brackets that are attached to, stop logs, dam rollers, transfer cars, gear head motors.

Setting of all motors and pumps and putting on all pulleys, sheaves and flywheels for same; and setting of all worm or gear drives directly coupled to motors; and the making and setting of all templates and any re-work of the above either on site or the removal of pumps for rework off site.

c. All coal handling machines and drives; crushers, conveyors, and drafts, whether the frames be of steel or wood; and all necessary supports shall be assembled by millwrights except such as are to be fastened by hot rivets. The framing and drilling of all work hoppers as handling machinery either elevated or conveying. All burning and welding of same.

d. Stone crushing and gravel washing plants, crushers, screens, revolving or eccentric, rolls, fan conveyors, all conveyors, belt, chain, screw, whether boxes be of steel, iron or wood. The assembling of all train rails, mono rails, overhead cranes or all travelers where no hot rivets are used in assembling same. Setting all beams or timbers used in the reception of machinery and drilling of holes, necessary for the foundation whether they be of wood or steel, stone, concrete or other materials, whether ratchet or power drills are used. The erection and dismantling of machinery conveyors except that temporary or portable installations pertaining to Heavy and Highway construction is excluded.

e. All grain handling appliances, cleaners, clippers, needles machines, car pullers and grain shovels. The manufacture and erection of wood leg, spouts and conveyor boxes.

f. The erection of steel and/or cast iron legs, heads or roots and conveyor boxes, framing of all marine legs and ship shovels and the framing of all scale timbers. Setting of all scales, tract hopper or automatic, all hoot tanks, receiving hoppers and devices used for elevator legs when not electrical appliances.

g. All bin valves, turnheads and indicators, all necessary shafting bearing and supports, all drives, rope belt, chain or rawhide, all pulleys, cable sprockets or gearing and the cutting of all key seats and valve lapping and fitting all machine surfaces in new or old work in the field.

h. All sewage disposal machinery and coffee roasting plants.

i. All amusement devices of all kinds; all barrel or package devices either elevated or conveying; all presses, hydraulic or otherwise.

j. All direct or connected machinery of any power hog hoist and meat handling machinery,

all spice or flour or cereal mills, or cotton, wool, silk, twine, paper, saw, cement, planing, powder and paint mills, machinery and woodworking shops or factories, jewelry and powerhouse machinery, sugar refineries, starch house, bakeries, fertilizer breweries, and shoe factories. All ice plants and equipments, ice cream factories and laundries, knitting mills and power sewing machines. Finally, all work pertaining to machinery used for manufacturing purposes or amusement devices which will come with the evolution of time and this craft will come under this jurisdiction claim, and all burning and welding involved.

k. Sewage and Water Treatment Plants--disassembly, fabricating, rigging, erecting and aligning of skimmers, rake mechanisms, feed wells, baffles, scum troughs, degritting equipment, bar screens, comminutors, mixers, pumps, aeration system blowers, including any related piping or duct work, filter presses, sand filtration systems (excluding the filtration media and associated earthworks), ultra violet rack systems, mechanical drive assemblies, conveyors, mono rails, gates and setting, odor control equipment, (excluding heating, ventilating and air conditioning work or associated earthworks).

l. The setting of thru-clean bar, straight line bar, trash, tritor drum, and disc screens, straight line grit, circuline grit, circuline sludge, and circuline mixer collectors, straight line, flash, horizontal slow, vertical slow, and vibra flow feeder machines, pre-aeration and settling tanks, covers for tanks, bowls and basins including stationary or mechanical covers regardless of materials, thickeners, rotoline distributors, sludge bed cleaners, digestion systems, heaters, dyna-grind sewage screening grinders, screw pumps, spiral classifier, agitators, junk remover, hydro pulper, cooling fans, lube systems, selectifier screens, hydrosensors, fuel blowers, grizzly screens, trommels, table feeders, dryers, optical sorters, high tension separators, grip dewatering screens, flash mixer, horizontal slow mixer, vertical slow mixer, vibra-flow feeder machine, circuline grit collectors, pre-aeration and settling tanks, circuline sludge collectors, circuline mixer collectors, grip dewatering screens, filter, cone and rotary presses, comminutors, barminutors, degreasers, rotometers, dehumidifiers,

benches, washers for cars, trucks, buses, trains and other types, hydraulic units, shroud boxes, silencers, scales, load cells, eddy current clutches, disintegrators, dehairing machines, grain handling devices, laboratory equipment, machine shop equipment, ladle cars, stunning pens and doors, activation equipment, racks, material handling platforms, transition pieces, the handling and installation of pulleys, gears, sheaves and fly wheels, air vacuum, worm belt, friction, rope, chain and gear drives that are directly or indirectly coupled to motors, belts, chains, shafts, or screws, installation of legs, boots, guards and boot tanks, all bin and diverter valves, turn hands and indicators, shafting, bearing cable sprockets, cutting of all key seats in old and new work, troughs, chippers, calenders, rolls, winders, rewinders, slitters, cutters, wrapping machines, blowers, forging machines, pneumatic, electric and hydraulic rams, extractors, expellers and extruders, ball and dust collectors, splicing of ropes and cables.

m. The laying out, fabrication and installation of protecting equipment including machinery guards, making and setting of templates for machinery, fabrication of bolts, nuts, pans, drilling of holes in machinery, for any equipment which the Millwrights install regardless of materials, all welding and burning regardless of type, fabrication of all lines, hose or tubing used in the lubrication, operation, cooling or heating of machinery including the installation of all fluids used to operate, lubricate, cool or heat equipment installed by Millwrights, cleaning of machinery before turnover to owner, machining, grinding, milling, broaching, boring, threading, lapping and keying that may be necessary for any part of equipment, including the starting up, breaking in, trial running and operational or functional testing of any equipment or machinery installed by the Millwrights.

n. When optical instruments such as automatic levels, builders transits, precision jig transits, tilting levels, theodolites or other precision tools and instruments are used to locate and set machines, these tools are considered a tool of this trade and are to be used by Millwrights to set their equipment.

o. Rock, sand and gravel plants, batch or aggregate plants, recycling equipment, crushers, conveyors, Chutes from one piece of mechanical equipment into another piece of mechanical equipment, or from a vessel into a conveyor, or into other places or mechanical equipment or other mechanical equipment used (for the purpose of description only) to excavate material from one area to another from highways, roadways or elsewhere.

p. Asbestos removal on equipment in which Millwrights normally remove during maintenance and repair work. (Removal shall be allowed by the union whose members have been educated and trained in the safe removal of asbestos materials and have a Connecticut State Certified License for asbestos removal.) Any new equipment or technology designed to replace any of the equipment described above shall remain in the jurisdiction of the Millwrights.

All welding and burning connected with Millwright work as defined herein.

Sub-SECTION 2:

The millwrights shall be allowed a maximum of fifteen (15) minutes to pick up their personal tools, at the end of the day or shift.

Sub-SECTION 3:

Millwright Employers shall furnish all Millwright tools not itemized below. When a tool crib is in use by the Millwright Employer to house Millwrights' tools if it is staffed it shall be staffed by a Millwright.

The following list of Millwright tools may be required by the Employer to be furnished by the Millwright employee: 1 metal tool box - 1 one inch outside micrometer - 1 set of standard feeler gages - 1 shaft level - protractor combination square - set 3/8" drive sockets - set 1/2" drive sockets to 1 1/4" - set open end and box wrenches 3/8" to 1 1/4" Wescott 6", 8", or 12" - ball peen hammer 16 or 24 oz. - set screw drivers and Phillips - 18" level Torpedo level - complete set of Allen wrenches to 3/8" or 1/2" - flashlight - pair side cutters - pair channellocks - pair vise grips - 6' ruler - flex tape 12' - scraper - center punch - hack saw frame - plumb bob - dividers 6" or 8" - utility knife - cold chisel - magnet - mirror -

scriber - tin snips - 6" scale - 2 drift pins 2 tap wrenches - chalk line - pry bar.

The Employer shall be responsible for the loss of Millwright tools. In the event of such loss, the contractor shall be responsible for the actual fair replacement value of the tools and/or personal property so lost but not more than the sum of \$1250.

Employers requesting Millwrights, shall specify the nature of the work to be performed so only the tools required for the work will be on the job site.

Sub-Section 4.

All welding and burning connected with millwright work as defined herein.

Section 6.

FLOOR COVERING MECHANICS

The term "Floor Covering Mechanic" shall be synonymous with the terms "Floor Coverer" and "Floor Layer" and shall include the work listed in this Section 6 of this Article.

Our claim of jurisdiction in floor covering extends over the following:

Sub-Section 1. Resilient Floors

The term "Resilient Floors" shall consist of and include the unloading, handling, stockpiling, distribution, installation on walls, scrapping up, floors and ceilings, and laying of all designs and systems of wood block, wood plank, wood composition, cork, linoleum, sheet vinyl, asphalt, Vinyl Composition Tile, mastic plastic, rubber tile, poured composition floors, either nailed, troweled, or laid-in, or with glue composition or substitute material, all necessary preparation of sub-surfaces as above, access flooring, electrical flooring, and laminates flooring. All necessary preparatory work: cleaning, scraping, sanding, latexing, filling of holes, joints, fractures, nailing, laying paper or other leveling underlayments such as latex, mastic, etc., and the spreading and spraying of adhesives and pastes or any glue composition or substitute material. The sanding, finishing and refinishing of all wood, cork or composition floors to be sanded or scraped, filled, sized, washed, waxed, and buffed, either by hand or power machines.

The removal of flooring when done by flooring subcontractors in connection with the replacement of flooring.

Sub-Section 2. Carpet and Carpet Systems

The term "Carpeting" shall include all measuring, layouts, remaking, unloading, placing, cutting, fitting, sewing, sizing, binding, including accessories, laying, installation of carpet, carpet padding, carpet tiles on the job or in the shop.

Sub-Section 3. Sink Tops and Cabinets

The term "Sink Tops and Cabinets" shall include all metal trim and covering for same, all cork, linoleum, congowall, lino-wall, plexiglass, vinyl wall tile, composition tile, plastic tile, aluminum tile, and rubber in sheet or tile form and application thereof, all Bolta-Wall and Bolta-Wall tile and similar products.

Sub-Section 4.

The jurisdiction of the Union includes installation of all types of tile on walls, ceilings, floors, including all linoleum, plastics, composition, cork, asphalt, rubber, astro turf, etc., and all metal beading and preliminary work in connection with the same and all substitutes for the above mentioned materials, all manner of carpet and rug, both broadloom and modular tile. All sewing, binding, serging and repairing of carpet either by hand or power machine. Cleaning, vacuuming, and scrapping up of carpet after installation shall be assigned to Floorcoverers.

SECTION 7.

If there is a jurisdictional dispute, the question concerning work assignment shall be resolved under the terms of Article III, Section 9 and not under Article XXI.

SECTION 8:

In addition to the work set forth in Section 1, above, the Employer may also assign employees covered by this Agreement to any work that is a part of or integral to any structure being built under the terms of this Agreement.

SECTION 9. Jurisdictional Dispute Procedure.

There shall be no strikes, picketing or lockouts over any jurisdictional dispute. Any assignment resulting in a jurisdictional dispute may not be grieved or arbitrated, except as set forth herein. In the event a jurisdictional dispute arises, the disputing unions shall request the other union or unions involved to send representatives to the job site to meet with representatives of the Union and the Employer to settle the dispute.

The dispute will be submitted to Arbitrator J. Larry Foy, or Arbitrator Larry Katz. The arbitrators shall be selected in rotating order. If an arbitrator is not available to hear the dispute within ten (10) days, he shall be skipped and the next arbitrator in rotation shall be selected. If necessary, the Arbitrator and all

parties shall make themselves available for an evening hearing. The hearing will be completed within one (1) day, and the Arbitrator shall issue his decision within forty-eight (48) hours of the close of the hearing. If one of the disputing unions refuses to attend the hearing, the arbitration will proceed with the other union and the employer. If requested by either Union or the involved Contractor, a written Opinion and Award shall be issued by the Arbitrator within thirty (30) days. The decision of the Arbitrator shall be on the basis of industry practices within the geographical area covered by the local union where the dispute occurs, the efficiency and economy of operation (but without consideration of the

comparative wage and benefits paid to the disputing trades) and, where relevant, the Plan for the Settlement of Jurisdictional Disputes in the Constriction Industry. Fees and expenses shall be shared equally and shall be paid one-third by each of the involved Unions and one-third by the involved Contractor. The arbitrator shall have the authority to award back pay where appropriate. Any such decision shall not result in damages being assessed against the Employer, double staffing, rework, or any other punitive provision.

ARTICLE IV TERRITORIAL APPLICATION

SECTION 1.

This Agreement shall apply to and be effective on all carpentry work (including building and heavy and highway work) performed by the Employer within the state of Connecticut. Effective immediately all Carpentry work (including building and heavy and highway work) performed in Massachusetts, Rhode Island, Maine, New Hampshire and Vermont shall be performed in accordance with the terms and conditions of the local area agreements of the Carpenters Local Unions in Massachusetts and Rhode Island, Maine, New Hampshire and Vermont.

SECTION 2.

It is agreed that the Union shall be recognized as the representative for the employees performing the work covered by this Agreement within the geographical jurisdiction of the Union as set forth in Schedule B, attached. Where the Employer employs employees in two different areas covered by different union contracts, the union within the local area shall be responsible for the contract covering employees employed within its jurisdiction. The place where an employee reports for work shall determine the jurisdiction involved.

ARTICLE V UNION SECURITY

SECTION 1.

The Employer agrees that all employees covered by this agreement shall, as a condition of employment, become and remain members of the Union in good standing. No worker shall be refused admittance and the right to maintain membership in the Union provided she/he qualifies and complies with the Constitution and Bylaws of the Union.

SECTION 2.

All workers employed by the Employer for a period of seven (7) days continuously or cumulatively within the unit covered by this Agreement shall, as a condition of employment, tender the full and uniform

admission fees in effect in the Union. All workers accepted into membership shall thereafter maintain their membership in good standing in the Union as a condition of employment.

SECTION 3.

In the event that a worker fails to tender the admission fee or that a member of the Union fails to maintain his or her membership in accordance with the provisions of this Article, the Union shall notify the Employer in writing and such notice shall constitute a request to the Employer to terminate said individual within forty-eight (48) hours for failure to maintain continuous good standing in the Union in accordance with its rules above referred to in this paragraph and the Employer shall terminate such worker at the end of such period. The Union agrees to indemnify, defend and hold the Employer harmless from any claim arising from any such termination.

SECTION 4.

In the event that the Union does not accept into membership any worker tendering the admission fee and the regular monthly Union fees, the foregoing paragraph shall not be applicable, provided however, that the Union may at any time thereafter, decide to take such worker into membership, in which case said worker shall be required to tender full and uniform admission fees in effect in the Union not later than seven (7) days following notification by the Union and shall thereafter be required to maintain his or her membership in accordance with the provisions of the foregoing paragraph. In the event that such worker fails to comply with this paragraph, the Union shall notify the Employer and the Employer shall terminate the employment of such worker within forty-eight (48) hours. The Union agrees to indemnify, defend and hold the Employer harmless from any claim arising from any such termination. An employer that has hired a non-member shall be required to provide notification to the Union on the day of hire.

SECTION 5.

The Employer agrees to directly employ a minimum of two carpenters in the aggregate as a company or a firm on projects where work

covered by this Agreement, as defined in Article IV, Territorial Application, is performed if it has not employed a minimum of two carpenters in the last ninety (90) days. If a contractor in the aggregate as a company or a firm has not worked in the prior six months, the ninety day period commences when the Employer resumes working again.

ARTICLE VI **HIRING**

SECTION 1.

When the Employer needs additional or new employees, he/she shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

SECTION 2.

No Employer shall subject applicants for employment or employees to any testing, examinations, questionnaires, or other forms requiring disclosure of information that violates Federal or State law or regulation. However, employers who have not previously conducted pre-employment physicals prior to May 1, 2002 shall be prohibited from conducting physical exams. A committee will be set up with an equal number of Union and Employer representatives to review pre-employment forms.

SECTION 3.

Notwithstanding any language to the contrary in any area collective bargaining agreement, for work in Connecticut, Massachusetts and Rhode Island and for work in Maine, New Hampshire and Vermont, the Employer shall have the right to employ any carpenter who is a member in good standing of any local affiliate of the New England Regional Council of Carpenters pursuant to the following conditions:

a. The carpenter employee has worked a minimum of three (3) weeks for the Employer in the previous five (5) months.

b. If the Employer fails to notify a local union prior to commencing work on a project in that local's geographical jurisdiction, the Employer shall lose the mobility of manpower privileges for that project, and the Employer shall be

restricted in its employment of carpenters to those carpenters who normally work in the geographical area of the local union where the project is located.

c. No employee shall be required to work in a geographical jurisdiction outside of her/his home state.

d. Employers shall not retaliate or discriminate against employees who refuse to work outside of their home state.

e. If there is no available work, other than work outside her/his home state, the Employer shall lay off that employee so that she/he is eligible to apply for unemployment benefits.

ARTICLE VII

PRE-JOB CONFERENCE AND COMPETENCY

SECTION 1. Pre-Job Conference

All Employers prior to starting work on any project shall contact the local Council Representative to discuss the type of work to be performed, workforce needs, the schedule, utilization of contractor's work forces and other matters pertinent to the work so that the work will be performed in an efficient professional manner. So that the Employer may keep the Union fully informed of all new construction projects in the territorial jurisdiction of the Union, the Employer shall supply each Connecticut local union with a list of current jobs not less than monthly.

SECTION 2.

There shall be no discrimination in hiring, placement, classification, upgrading, layoff, or termination of employment of any individual by reason of the following protected categories as defined in federal and state law, race, creed, color, sex, national origin, age, occupationally irrelevant physical defects, disabilities, reasonable accommodation to disabilities under the Americans with Disabilities Act, union or concerted activities, or membership or non-membership in the Union. The Union and the Employer agree to support and actively participate in any affirmative action program developed by the U.S. Department of Labor or other federal agency or which may be required by law to promote Equal Employment Opportunity in the industry, and to develop

affirmative action programs which are mutually satisfactory.

SECTION 2(a).

Employers may include in their affirmative action program, goals for the hiring of apprentices who are residents of municipal housing when they have work in that municipality and positions for apprentices are open. All such apprentices must be hired in conformance with Article XIV, Section 6.

SECTION 3.

The Union agrees to refer to the Employer competent workers to the extent available. The Union shall not be liable for any acts or actions by any workers referred to the Employer, since the Employer only is responsible for judging the competency of workers. All Employers are at liberty to employ and discharge whomsoever they may choose and all carpenters are at liberty to work for whomsoever they choose.

ARTICLE VIII

COUNCIL REPRESENTATIVES AND STEWARDS

SECTION 1.

A steward may be appointed by the representative of the Local Union who has territorial jurisdiction in the area where the job is located.

Council Representatives shall have access to the Employer's jobs, projects, plants or shops during working hours for the performances of their duties, including consulting with and assisting the stewards, investigating working conditions, compliance with the terms of this Agreement, and inspecting the time cards of a particular employee, providing they first report their presence on the job to the project office or plant superintendent.

SECTION 2.

The Employer recognizes the right of the Council Representative to appoint and remove the steward to handle such Union business as may be delegated to her/him from time to time and to see that the terms of this Agreement are complied with by the Employer and employees. A steward shall not have authority to take any strike action or any other action interrupting the Employer's operation or business. It is agreed that the second carpenter

on the job shall act as the steward. On jobs or projects where more than one Employer is working a specific job or project site, additional stewards may be appointed for and from the payroll of any other contractor or subcontractor.

SECTION 3.

There shall be no discrimination against any steward for the performance of her/his duties or enforcing compliance with this Agreement. A steward shall be allowed a sufficient amount of time without loss of pay to perform the following duties:

(a) Examination of dues books of all employees covered by this Agreement on the job to determine their good standing as provided herein.

(b) Interview all newly-employed employees covered by this Agreement on the job, project, plant or shop, before they start work, or as soon as possible thereafter to determine if there has been compliance with the Union's right to refer applicants for employment.

(c) Adjustment of complaints or grievances with the employee covered by this Agreement and supervisor as provided by this Agreement, and if unable to do so, to call the Council Representative for assistance.

SECTION 4.

The steward shall be the last carpenter laid off from the job, project, or shop, provided she/he can do the remaining available work, and will not be transferred to any other project, plant, or shop without the approval of the Union Council Representative. The Employer shall give the Union at least twenty-four (24) hours notice of its intention to lay off the steward in all cases.

SECTION 5.

The steward shall be the only steward on the project and shall be a working steward who is qualified to perform the work to which he/she is assigned. On large projects the Union may appoint additional stewards for separate companies after notice to the Employer.

SECTION 6.

Whenever there is overtime on a job, project or at a shop, the steward shall be part of the working force, if she/he is able to perform the available work.

ARTICLE IX

WAGES

SECTION 1.

The following minimum hourly wage rates for journeyman Carpenters and Joiners, Piledrivers, Millwrights, floor coverers and divers working under this Agreement shall apply (When performing welding on Building work only a \$.75/hour premium shall be paid):

Carpenter, Floorlayer and Pile Driver Wages:

	Building	H&H
May 1, 2002	\$25.70	\$22.15
May 5, 2003	\$24.70	\$23.40
May 3, 2004	\$25.70	\$25.05
May 2, 2005	\$26.70	\$26.70

Diver Tender Wages:

May 1, 2002	\$23.70
May 5, 2003	\$24.70
May 3, 2004	\$25.70
May 2, 2005	\$26.70

Millwright Wages:

May 1, 2002	\$24.45
May 5, 2003	\$25.45
May 3, 2004	\$26.45
May 2, 2005	\$27.45

Divers Wages:

May 1, 2002	\$30.61
May 5, 2003	\$31.86
May 3, 2004	\$33.51
May 2, 2005	\$35.16

Residential Woodframe Construction

The total wage and benefit package shall be as set forth in the Local 723 Agreement as amended to cover wood-frame and custom residential construction in Connecticut.

SECTION 2.

For private jobs bid before May 1st 2002 and for public, prevailing wage jobs awarded before October 1st 2002 the wage and benefits

rates in the bid documents shall be paid in accordance with the carry-over language of Article IX, Sections 2 and 2a from the Building Agreement which expired April 30, 2002.

SECTION 3.

Employees covered by this Agreement working on creosote lumber or working with acid shall receive One dollar (\$1.00) per hour above their regular rate.

ARTICLE X **HOURS OF WORK**

SECTION 1(a).

Unless otherwise provided for in the Agreement the regular starting times for any operation(s) on the job shall be decided by the Employer, but shall fall within the hours of 6:00 A.M. and 8:00 A.M. The Employer shall notify the Council Representative of the starting times and any changes. Once starting times have been established they must be adhered to for a minimum of one (1) calendar week. Any employee called in or required to commence work prior to 6:00 A.M. shall be compensated at one and one-half times his/her regular rate for all time worked prior to his/her starting time, and any such employee shall work his/her regular day in addition thereto and shall not be given time off without pay to offset the early hours. An earlier starting time may be established by mutual agreement of the Employer and the Union.

SECTION 1(b).

Any employee who reports and is available for work but starts work later than her/his starting time through the fault of the Employer and through no fault of her/his own, shall have her/his time computed from her/his established starting time.

SECTION 2(a).

The regularly scheduled work week will consist of forty hours. The hours of labor each day shall be worked in uninterrupted succession, except for proper allowance for non-paid mealtime, which is not to exceed one-half hour. The regular work week shall consist of five (5) consecutive days, Monday through Friday, inclusive. Hours worked over

forty hours per week or eight hours per day will be paid at one and one-half times the regular rate. Any work performed after twelve (12) hours during the normal workday (Monday-Friday) and any work performed after eight (8) hours on a Saturday shall be at the double time rate of pay. Employees must be notified one day in advance of overtime work when possible. No employee shall be discriminated against for refusal to accept overtime work. The Union must be notified in advance of Saturday work and for scheduled work in excess of ten (10) hours per day.

SECTION 2(b).

Employees shall be given a lunch period which shall begin during the period one hour before until one hour after the midpoint of the employee's normal workday, but in the event the employee is directed to work through her/his lunch period, she/he shall be compensated at time and one-half for the time worked. Notwithstanding the above, no employee shall be required to work more than five (5) consecutive hours without a meal break. If required to work through her/his lunch period, the employee shall be given twenty (20) minutes in which to eat lunch, without loss of pay.

SECTION 3.

Saturday work shall be paid at time and one-half (1 1/2) the regular rate for the first eight hours. The employee shall not be discriminated against for refusing Saturday work. All time worked on Sunday between the hours of 12:01 A.M. and 12:00 P.M. (midnight) shall be paid double the regular rate, unless another provision of the Agreement provides otherwise. Work outside of the regular shift hours as set forth in Section 7 shall be paid in the same manner. There shall be no pyramiding of overtime.

SECTION 3(a).

Four ten hour days will be permitted on a regular rate basis with mutual consent so long as they do not fall on weekends. Friday shall be a makeup day and may be worked at straight time, with mutual consent with the exception that this section may be superceded and governed by other provisions of the Agreement. Consent shall not be unreasonably withheld.

SECTION 4.

Working time shall start when an employee instructed to report to work does report at the job site at the appointed time, except as otherwise provided hereafter.

SECTION 5(a).

In the event of inclement weather, any employee reporting on time shall receive one (1) hours' pay. The employee must remain on the job site and be available for work for the one (1) hour unless dismissed by the Employer. The inclemency of the weather shall be determined by the superintendent and the steward on the job. In the event of such determination that the weather is inclement, any employee who is requested to work may perform such work if she/he so chooses, and if the Employer supplies the employee with foul weather gear, if necessary.

SECTION 5(b).

When employees referred by the Union, at the request of the Employer, report for work on any job and are not put to work, they shall be paid a day's pay for show-up time, provided they are not prevented from working by weather or other conditions beyond the control of the Employer. Under this Article the Union office or the steward is to be notified when employees are so needed.

SECTION 5(c).

The employee shall perform whatever duties are assigned him/her within the scope of this Agreement.

SECTION 5(d).

The one (1) hours pay provision of Section 5(a) shall not apply if the Employer notifies the employee prior to her/his leaving for work that there is no work available on a given day because of adverse weather conditions. The Employer and the steward may establish other systems of notification to handle adverse weather conditions.

SECTION 6.

Employees shall be allowed one coffee break not to exceed ten (10) minutes during the morning. One Carpenter or apprentice will get the "coffee and" and deliver it to the other Carpenters and apprentices. When employees work ten (10) or more hours in a day they shall receive a second coffee break not to exceed ten (10) minutes.

SECTION 6(a).

After five (5) continuous hours of work following the regular lunch break, there shall be a dinner break not to exceed twenty (20) minutes without loss of pay. If such work is scheduled to be performed longer than five (5) hours, the dinner break shall be after four and one half (4½) hours of continuous work.

SECTION 7.

In the event the Employer has a 2nd or 3rd shift operation, employees shall receive payment therefore in accordance with the following schedule.

1st shift - 8 hours regular rate pay for 8 hours work.

2nd shift - 8 hours regular rate pay for 7½ hours work.

3rd shift - 8 hours regular rate pay for 7 hours work.

Shift operations will be scheduled for a minimum period of three (3) days. Any work performed on shifts other than the regular work day as defined in Section 1(a) shall be compensated in accordance with the shift rates in Section 7.

SECTION 8(a)

On projects subject to a government agency's or railroad's prohibition, limitation or restriction of the times and days when work may be performed, the Employer may schedule work in accordance therewith and employees shall be paid at the straight time rate for the first forty hours of work performed in a week or eight hours in a day and time and one-half for hours of work over (40) forty performed in a week or eight 8 hours in a day, regardless of the time of the day or the day of the week on which the work is performed. A make-up day may be worked with mutual consent. Consent shall not be unreasonably withheld. The provisions of Section 5(a) of Article X shall apply. On Building work, prior to the start of the work involving a prohibition, limitation or restriction, the Employer will give notification and relevant documentation to the Union of the prohibition, limitation or restriction.

SECTION 8(b) Private Owners

On projects where the bid documents require the contractor to work hours other than the regular work hours set forth in this agreement,

employees may be assigned, with notification of the Union by the Employer, to work these hours at eight (8) hours straight time. If the restrictions are not in the bid documents the employer shall be able to work these hours with mutual consent. Consent shall not be unreasonably withheld. There shall be no make-up days. Four ten (10) hour days plus a make-up day may be assigned, with the mutual consent of the Union and the Employer. Prior to the start of the work involving a prohibition, limitation or restriction, the Employer will give notification and relevant documentation to the Union of the prohibition, limitation or restriction.

SECTION 9.

The provisions of Section 1(a) of Article X of this Agreement shall not apply to tide work. The starting time for tide work shall be determined by the Employer based on the tide between the hours of 6:00 A.M. and 6:00 P.M. provided the employees work a full eight (8) hour day unless prevented by inclement weather in which event Section 5(a) shall apply.

ARTICLE XI **HOLIDAYS**

SECTION 1.

The following days shall be recognized as holidays under this Agreement:

New Year's Day Memorial Day
Good Friday Independence Day
Labor Day Thanksgiving Day
Christmas Day

SECTION 2.

If any of the above-listed holidays shall fall on a Sunday, they shall be recognized on the following Monday. If any of the above-listed holidays should fall on a Saturday, the Employer may recognize either Friday or Saturday as the holiday.

SECTION 3.

In the event an employee works on a holiday set forth in Section 1, she/he shall be paid at the rate of two (2) times her/his regular straight time hourly rate for each hour worked on that day.

SECTION 4.

Where an employee observes Martin Luther King or Veteran's Day as an unpaid holiday he/she shall not be discriminated against.

SECTION 5.

The Employer shall give each employee two (2) hours pay at the straight time rate on each Gubernatorial and Presidential Election Day, provided that such employee is a registered voter, voted in such election and provides documentation of voting.

ARTICLE XII **PAYMENT OF WAGES**

SECTION 1(a).

Wages shall be paid by Thursday at least one half (1/2) hour before quitting time weekly in currency, coin or by check on the job (or by direct deposit if agreed to by the Employer and the employee and the employee receives a pay statement and benefit receipt on the job) where employees covered by this Agreement are employed on or before quitting time by Thursday. If the employee is discharged or laid off, she/he shall collect wages for waiting time up to eight (8) hours per day for each day or part thereof until paid. All employees shall be given a benefit receipt and an itemized statement with their pay or paycheck showing their rate of pay, hours of work, deductions made and net pay. If any employee shall leave the services of her/his Employer of her/his own volition, the Employer may retain her/his wages until the next regular payday.

SECTION 1(b).

If the Employer's check is not honored by the bank upon which it is drawn, the Employer may be required to pay all employees and the various funds in cash or by bank check with a pay envelope giving all of the information required above.

SECTION 2.

All employees laid off or discharged shall be given the required Unemployment Compensation slip with their pay and shall be paid one-half (1/2) hour's pay to pick up their tools.

SECTION 3.

Carpenters are to be paid by Thursday. Carpenters are to be paid on the job during working hours. Payments may be made by company payroll check, bank check, cash, or direct deposit not later than Thursday, except that payment is to be made no later than Wednesday when a holiday falls on Friday. If the payday falls on a holiday, employees shall be paid on the last working day preceding the holiday.

When payment is made by out-of-state check, the Employer shall make suitable provisions, locally, for cashing of checks without charge to the employee. The provisions for cashing checks shall be made with the consent of the Union.

SECTION 4.

Failure to pay cash wages when required pursuant to Section 1(b) above, or payment by a check that is not honored by the bank upon which it is drawn, shall be prima facie evidence of willful non-payment of wages. If an Employer shall willfully fail to pay wages due employees, under the terms of this Agreement, the Union shall have the right to have all the employees of this Employer cease work, any provision herein to the contrary notwithstanding, and all such employees shall be made whole for any wages and fringe benefits lost as a result of such work stoppages. A dispute concerning the rate of wages to be paid or the actual hours due shall not be considered willful non-payment of wages and shall be subject to the Grievance Procedure.

SECTION 5.

If an Employer fails to lay off an employee at the completion of work for the day and the employee reports for work the next morning and is laid off, she/he shall be paid one day's wages at the regular rate of wages for the day on which she/he was so laid off.

ARTICLE XIII **FRINGE BENEFIT FUNDS**

SECTION 1a. Electronic Receipts And Weekly Payment

Employers shall make after tax deductions from wages and remit them to the Vacation Fund and shall make contributions to the Health Fund, Pension Fund, Annuity Fund, Apprenticeship Fund, New England Carpenters Labor Management Program Fund and UBC Funds enumerated in Schedule C attached hereto, hereinafter referred to as the "Funds" in the amounts set forth in Section C for each hour paid for each employee covered under this Agreement.

Employers are required to make the contributions to the Funds on a weekly basis. Upon payment of the weekly contributions in accordance with the provisions of this Section, the Fund Office will issue receipts or electronically release receipts to the Employer indicating proof of payment. The Employers shall provide receipts to each employee with his or her weekly paycheck. Failure to make the weekly payment and to provide each employee with his or her receipt for the benefit contributions for that payroll period shall constitute a violation of this Agreement and the Employer shall be deemed delinquent.

Employers may pay the benefit contributions, electronically by the Web/internet, in person at the Fund Office or by mail. Payments shall be made by certified check, wire transfer or advance deposit. With each of the payment options the Employer shall complete a remittance report providing the names of the employees, the hours worked and the job location on a form issued by the Fund Office.

More complete instructions on the payments of contributions have been established by the Fund Trustees and may be obtained from the Fund Office.

SECTION 1b. Remittance Due Date

Each Employer shall file weekly remittance reports with the purchase of their benefit payment receipt.

SECTION 1c. Delinquency on Electronic Receipts.

If an Employer shall willfully fail to provide Electronic Receipts due employees, with their weekly paycheck, under the terms of this Agreement, the Union shall have the right, with forty eight (48) hours written notice to the Employer, to have all the employees of this Employer cease work, any provision herein to the contrary notwithstanding, and all such employees shall be made whole for any wages and fringe benefits lost as a result of such work stoppages. The Union shall also have this right if an Employer is found to be delinquent as a result of an final audit by the benefit funds. The Union shall give the Employer forty-eight (48) hours notice by fax, certified mail or other reasonable method.

SECTION 2.

The Funds shall be maintained at all times as jointly-administered Taft-Hartley trust funds with an equal number of Employer and labor trustees, herein referred to as the "Trustees," selected and serving under the applicable Trust Agreement. Each Employer subscribes to and agrees to be bound by the provisions of the Funds' Agreements and Declarations of Trust, as originally adopted and as amended from time to time, and ratifies and approves all actions of the Trustees within the scope of said Trust documents of the Funds. The Funds shall furnish to the Association and the Union copies of their respective annual audit and annual actuarial or consulting reports.

SECTION 3.

Each fund shall at all times be operated in conformance with applicable Federal and State laws and regulations, and with the exception of the Vacation Fund, shall be maintained as a tax exempt trust under provisions of the Internal Revenue Code so that Employer contributions to said Fund shall at all times be deductible by the Employer for Federal income tax purposes. In the event that the Health Fund, NECEMP or UBC Fund fails to retain approval as a tax exempt trust so that Employer contributions shall not be deductible as a business expense, the Employer shall not be liable to contribute to such Fund for hours worked during the period that the contribution is not deductible. For the Pension and Annuity Funds, the Employer's contribution to these Funds shall be reduced by an amount equal to the Employer's additional tax due to the loss

of the deduction and the contribution to the annuity fund shall be increased by that amount.

SECTION 4.

At the discretion of the Fund's Trustees, an Employer determined to be delinquent in its payments as required herein may be held liable for all contributions due to the Fund and reasonable attorney's fees, court costs, audit fees and other expenses incurred incidental to collection of contributions due to the Fund, including a reasonable rate of interest on contributions due and liquidated damages as permitted by law. Appropriate payroll records of the Employer may be subject to audit by the Trustees or their authorized representative upon reasonable notice. The Trustees shall have all powers with respect to the audit of appropriate payroll records and the collection of delinquent contributions, interest, audit fees, attorney's fees and other expenses of collection as may be provided from time to time by the applicable Trust Agreement.

SECTION 5.

Nothing in this Agreement, the Trust Agreement, a plan of benefits or any other document shall be construed to impose upon the Employer or other contributor any liability or obligation to contribute or make any other payments to any Fund toward the cost of benefits or the cost of administration or funding of the Plan beyond the obligation of the Employer to make contributions and pay expenses of collection as specified in Sections 1 and 4 above. Except to the extent that the Association and the Union may participate in the selection of trustees, neither the Association, nor the Union, nor any Employer shall be responsible for the operation or administration of the Funds. In no event shall the Association, the Union or any Employer be liable for any action or failure to act of any trustee. It is agreed and understood that this Section shall serve as a defense to any allegation or cause of action brought by any individual or entity which might jeopardize the Employer's or other contributor's position that its liability is strictly limited as stated herein.

SECTION 6.

Hourly contributions must be made for each hour worked by each employee covered by this Agreement, computed to the nearest half hour.

SECTION 7. Allocation to fringes.

The Union shall have the option to divert money from fund to fund or from wages to any of the funds provided for in this Agreement upon thirty 30 days prior written notification to the Association.

SECTION 8.

Notwithstanding any other provision of this Agreement, for the purpose of those provisions of this Article XIII, Fringe Benefit Funds and of the Agreement regarding contributions by the Employer to the Connecticut Carpenters State-Wide Pension Fund (hereinafter "Pension Fund") and for such purpose only, persons in the employ of an Employer who are classified by the Employer in writing on forms supplied by the said Pension Fund as "Carpenter Superintendents" shall be members of the bargaining unit and shall be covered by this Agreement. The term "Carpenter Superintendents" shall include all persons who are members of the Union working as superintendents and classified by the Employer in writing as "Carpenter Superintendents." Contributions for hours worked by Carpenter Superintendents shall be subject to the administrative rules of the Connecticut Carpenters State-Wide Pension Fund regarding acceptance or return of contributions as the Fund may deem necessary to protect its status for tax purposes, reporting of contributions and auditing of payroll records.

- a. A contractor who chooses to provide coverage to some or all of its carpenter superintendents must be signatory to collective bargaining agreement requiring contributions on work by those carpenter superintendents to all funds and programs covering Connecticut carpenters. This includes Health, Pension, Annuity, Apprentice and Training, NECLMP, and UBC Funds, and the Association Construction Program.
- b. A carpenter superintendent must be a member of the bargaining unit and working as a superintendent.
- c. If a carpenter superintendent is paid HOURLY, his/her employer must

contribute to all Funds on ALL of his or her hours of work in covered employment. For hourly-paid superintendents, contributions on non-working hours such as paid vacation are not required.

d. If a carpenter superintendent is paid a SALARY, his/her employer must contribute to all Funds on 160 hours for each calendar month or, for an employer required to contribute weekly, on 40 hours for each week but not more than 480 hours for any calendar quarter. In any case, the maximum payment is 1920 hours a year. It does not matter if the salaried superintendent works more or less than 160/40 hours, or takes paid vacation or sick time, or works only part of a month/week - payment on the fixed number of hours is required.

e. It is understood that payment of contributions are not required for superintendents who are on Workers Compensation unless such contributions are required by law.

f. There shall be no duplication of contributions for any hours of employment for any superintendent.

g. A form provided by the Funds must be filed annually by the Employer to list each carpenter superintendent the Employer chooses to cover under the new rules. In the Health Fund, those superintendents who are not listed on the Superintendent Form for the current year will lose Health Fund coverage in accordance with the Fund's rules on annual eligibility, and will not be entitled to COBRA continuation coverage because this rule change does not constitute a qualifying event, unless the employee/superintendent is otherwise covered by the Health Fund.

h. A carpenter superintendent's participation in all the Fringe Benefit Funds including the Pension, Health

and Annuity Funds shall be subject to the rules and regulations adopted by the Funds' Trustees and to all the terms and conditions of the applicable Plan documents.

SECTION 9.

The Union agrees to fully indemnify, defend and hold the Association and the Employer harmless from any and all claims arising from the Vacation Fund, including attorneys' fees and costs of defense.

ARTICLE XIV

APPRENTICES AND TRAINING

SECTION 1.

Each Employer shall have the right to employ one Apprentice, and may employ a ratio of apprentices to journeypersons in accordance with state regulations. All apprentices must be registered with the Union and the Connecticut State Apprenticeship Council. Said Connecticut State Apprenticeship Council shall be set up under the system of the State Apprentice Program, and the Association shall participate in the same. All apprentices, indentured without credit must serve four years' apprenticeship. Apprentices' rates shall be the following percentages of the journey level rate:

No experience to 6 months -50%

7-12 months -55%

13-18 months -60%

19-24 months -65%

25-30 months -70%

31-36 months -75%

37-42 months -80%

43-48 months -85%

SECTION 2.

This Article shall apply to work performed within the state of Connecticut. Employers shall make contributions to the funds in the amounts listed in Schedule C of the Agreement for hours worked by apprentices, except that while an apprentice is at the 50 or 55 percent level, all the fringe benefit fund contributions shall be required on behalf of an apprentice except that no Pension contributions are required and that the contribution to the Annuity Fund shall be 75 cents per hour. Apprentices at the 60 percent level and above shall receive full benefits.

SECTION 3.

Each Employer shall employ a ratio of at least one (1) apprentice to five (5) journeypersons carpenters on the job when indentured apprentices are available and assigned to the Employer by the local union.

SECTION 4.

Specialty trade employees who have become technologically unemployed shall be permitted to enter the Apprenticeship and Training Program for retraining. Said employee shall be granted advanced standing in the Apprenticeship Program on the basis of her/his demonstrated ability and knowledge and shall be paid the rate of the apprenticeship period to which he or she is assigned.

SECTION 5.

Both parties agree to comply with the Standards of Apprenticeship as established by the Joint Apprenticeship Committee for the training of apprentices as applicable under this Agreement.

SECTION 6.

Hiring of apprentices must be done through the Union and all apprentice applicants must meet the minimum qualifications as established in the Apprenticeship Standards.

SECTION 7.

The Employer must provide a lay-off slip in accordance with Connecticut General Statutes Section 31-236B in order for the apprentice to collect unemployment while attending scheduled, mandatory related training classes.

SECTION 8.

The Employer must provide wage rate advancement upon notification from the Apprenticeship Office.

SECTION 9.

No apprentice shall be allowed to work alone or unsupervised.

ARTICLE XV
REGULATION OF PAYMENTS TO
FUNDS

SECTION 1.

Contributions required under Articles XIII and XIV shall be made for each hour paid for pursuant to Article X, Section 5(a) or worked in the jurisdiction of the Union, to the nearest half hour.

SECTION 2.

When the Trustees of the Health, Pension, Annuity, Apprenticeship, Vacation or New England Carpenters Labor Management Program Funds (NECLMP) established hereunder request the opportunity to have an independent accountant and/or auditor examine payroll records of any Employer to assure compliance with the provisions of this Agreement, upon five (5) day's written notice to the Employer from the Trustees of such Fund, such payroll records shall be made available to the accountant and/or auditor at the Employer's office.

SECTION 3.

Failure by any Employer to contribute to either the Health Fund, the Pension Fund, the Annuity Fund, the Apprenticeship Fund, the Vacation Fund or NECLMP, when required, shall be a violation of this Agreement solely by that particular Employer in default. In no event shall it be construed as a default by the other members of the Association or by the Association.

SECTION 4.

Any Employer known to be delinquent to any health fund, pension fund, annuity, apprenticeship, vacation or NECLMP fund as determined by the administrative office of any such fund, and contractors outside the territorial jurisdiction of the Agreement that are not members of the Association, may be required by the Union to furnish a surety bond of not less than ten thousand dollars (\$10,000) with the Trustees of each of the funds to which contributions must be made under this Agreement.

An employer is delinquent if they fail to make weekly payments on the day it is due. The Union may, at its sole discretion, invoke its right to strike for employer delinquency if the Employer fails to make its weekly

contributions within seven (7) calendar days of when it is due or if it fails to make weekly contribution(s) on time on two (2) occasions in a calendar year unless the delay was caused by conditions beyond the control of the Employer, such as a breakdown in the electronic system or process, power outages, fires, acts of God, or if the due date for the contribution falls during the same week as a bank holiday, or for any other reasonable problem which the Employer can verify to the Funds office or the Union.

On the eighth day or if the Employer fails to make its weekly contribution on time for the third (3) time in the calendar year, the Union may invoke its right to strike or terminate its agreement with that Employer without notice to the Employer and the Association.

ARTICLE XVI
ACCESS TO JOBS AND RECORDS

SECTION 1.

Authorized representatives of the Union shall have the right upon forty-eight (48) hours prior notice to inspect time sheets and payroll records of the individual or individuals covered by this Agreement, and representatives of the Health, Apprenticeship, Pension, Annuity, Vacation or New England Carpenters Labor Management Program Funds shall have the right to audit such records to determine whether or not the Employer has complied with the terms of this Agreement and/or the rules and regulations of such Fund or Funds.

SECTION 2.

A daily time record shall be maintained by the Employer for all the employees. Such time records shall be available to NERCC Council Representative or Steward for inspection upon reasonable notice.

SECTION 3.

In the event that the Union and/or an employee claims that the itemized statement the Employer is required, pursuant to this Agreement, to give each employee concerning her/his wages, hours, rate of pay, etc. is incorrect, the matter will be processed in accordance with the Grievance Procedure of this Agreement. If the matter is submitted to

the Grievance Procedure, the Union may require the Employer to produce at any hearing on the matter the payroll record and time sheets of the employees for the weeks involved. If so requested, the Employer will be required to submit the payroll records and time sheets of all the employees involved for the periods specified for use at the hearing on the matter. If the Employer fails to comply with the request of the Union, it shall be deemed a willful non-payment of wages under Article XII, Section 4.

ARTICLE XVII **FOREMAN**

SECTION 1.

No foreman or superintendent shall assign or order any employee not covered by this Agreement to perform carpentry work within the Union's jurisdiction.

SECTION 2.

A superintendent, who is not a member of the United Brotherhood, shall not perform any carpentry work covered by this Agreement or use any tools of the trade. The direction of all carpenter work shall be performed by a carpenter foreman holding membership within the United Brotherhood of Carpenters.

SECTION 3.

Where there are four (4) or more Carpenter employees employed by an Employer on the job or project, one shall be a foreman. If there is a card carrying superintendent, there does not need to be a foreman.

SECTION 4.

Foremen must belong to the United Brotherhood of Carpenters and Joiners of America, and shall receive a minimum of two dollars and fifty cents (\$2.50) per hour above the prevailing journey person's rate, but at all time shall be considered an agent of the Employer.

SECTION 5.

Carpenters employed as a foreman on a regular basis will be compensated at eight (8) hours straight time pay for the seven (7) holidays in Article XI, Section 1, provided the holiday(s) fall Monday through Friday.

SECTION 6. General Foreman and Area Foreman.

A General Foreman or Area Foreman may be used at the discretion of the Employer. If used the rate of wages shall be—General foreman shall be paid 30% over the journey level rate of wages and the Area foreman shall be paid 20% over the Journey level rate of wages.

ARTICLE XVIII **PROTECTION OF RIGHTS**

SECTION 1.

It shall not be a violation of this Agreement, and it shall not be cause for disciplinary action in the event an employee refuses to go through any lawful picket line conducted by any affiliate of the New England Regional Council of Carpenters.

SECTION 2.

The preceding section of this Article shall not apply in emergency situations to protect life or property.

ARTICLE XIX **HEALTH AND SAFETY**

SECTION 1.

The Employer shall provide a shed for Carpenters which shall be heated and lighted. The Employer shall be responsible up to a maximum amount of \$750 for the loss of an employee's tools by fire or theft while stored in such shed after working hours, provided that the an inventory of such tools has been pre-filled with the Employer. In case of theft, the Employer shall be liable only upon evidence of forced entry.

SECTION 2.

The Employer shall take precautions to provide safe working conditions and safe work practices for the protection of employees. The Construction Safety Code of the State of Connecticut shall be the standard document for guidance of the Employer's safety practices and accident prevention. Employees shall be required to observe all safety codes and laws, and shall be required to abide by all safety rules and regulations prescribed by the Employer.

SECTION 3.

The Employer shall supply all safety and protective equipment pertaining to cutting and welding such as goggles, shields, gloves, helmets, chipping hammers, safety glasses. The Employer shall also provide rain gear and waterproof over-the-shoe boots to employees as needed as agreed to by the steward and the employer. Any safety equipment such as hardhats with clean liners and sweat bands, safety glasses, ear protection, Tyvek suits, etc. shall be provided by the Employer. Each employee may be required to sign a receipt for such equipment at the time he/she receives it, and he/she shall be liable for the cost of the replacement of any equipment which is lost or otherwise not returned to the Employer.

SECTION 4.

The Employer shall furnish sanitary facilities, drinking cups and clean, cold drinking water.

SECTION 5.

No employee shall be required to use or operate any tool or piece of equipment which is not equipped with all safety devices prescribed by law. The employee must report all defects in equipment promptly.

SECTION 6.

Any employee involved in any accident shall immediately report the accident and/or personal injuries sustained, if any, to the Employer. The Employer shall make out an accident report. Such report shall include the names of all witnesses to the accident. A copy of the accident report filled out by the Employer shall be given to the employee, and sent to the Union within forty-eight (48) hours of the day on which the accident or injury occurred if requested by the steward the employee shall assist in preparing the accident report if and when able.

SECTION 7.

Any employee who violates any posted safety regulation of the Employer, and/or Governmental Agency, shall be subject to discharge.

SECTION 8.

If an employee is required to appear in court for the purpose of defending himself because of an accident in which he/she may have been

involved during working hours and within the course of his/her employment, involving the Employer's equipment, or testifying at the request or on the behalf of the Employer, he/she shall be reimbursed in full by the Employer for all earning opportunity lost and for meals and transportation costs because of such appearance or testimony.

SECTION 9.

The employer shall provide Worker's Compensation. Coverage for all employees covered by this Agreement, and upon request, shall inform the employee of the name of the insurance carrier.

SECTION 10.

Employers may conduct drug and alcohol testing of applicants and employees, and any such testing must conform to state and federal law. Employers shall have available on site information supplied by the Carpenter Health Fund Assistance Program concerning drug and alcohol abuse. However, employers who have not previously received approval prior to January 1, 2003, from the State of Connecticut for the "high risk" safety sensitive designation shall not be allowed to conduct drug testing in accordance with Connecticut laws. The Employer must maintain the "high risk" designation in order to continue such drug testing. A substance review professional selected by the Union shall monitor and review procedures, reliability and confidentiality for compliance with Connecticut law. A committee will be set-up with an equal number of union and employer representatives to review the recommendations of the Substance Abuse professional.

SECTION 10a. Pre-employment Drug Testing

"Quick Test"

If an employee referred to a job is given a "quick" drug screening test and fails to achieve a passing result on that test and is not put to work subsequent to the "quick" test, a full drug test shall be given as a follow-up to the "quick" test. If the results of the full test are negative, then the individual shall be paid eight (8) hours per day for any work opportunity lost from the time of the original

"quick" test; but if the results of the full test are positive, the individual will receive no payment for time not worked. The Union and the Association will encourage the Connecticut Carpenters Apprentice and Training Fund to fund and monitor the program.

"Long Test"
If the employee is given the full drug screening "long test" for which the results are not provided for two (2) or more days; and the test results are negative (ie; individual is clean) for drug use, he is entitled to a day's pay for each day even if he was not put to work; and if the results are positive (indicating drug usage); he is entitled to an amount equal to eight hours wages for the day he showed up and was tested and pay for any actual hours worked on other days prior to receiving the results.

SECTION 11.
Tools may be sharpened on the job during working hours if the Employer does not make other arrangements with the steward to have them sharpened elsewhere. No employee shall be discriminated against or discharged for filing her/his own saws or sharpening her/his own tools.

SECTION 12.
Any employee engaged in the performance of work where damage to his or her clothes or shoes could result from their being exposed to chemical action shall be furnished suitable, OSHA approved protective clothing by his or her Employer at no cost.

SECTION 13a.
All carpenter employees must be insured under the Workers Compensation Act and the Connecticut Employment Security Act.

SECTION 13b.
In the event that Section 13a is not complied with the Union shall have the right to withdraw its workforce and the Employer shall pay wages and benefits for time lost.

SECTION 14. Journeyman Training Upgrade Program
The Union and the Employers recognize the importance of journeyman health and safety and agree to put forth a concerted effort to provide a highly skilled workforce with which to compete in the marketplace. This will be achieved through the Journeyman Training

Upgrade Program. The Union and the Association will encourage the Connecticut Carpenters Apprentice and Training Fund to develop, conduct, monitor and certify training, including refresher courses and regulatory update courses as required. The Union shall compile and maintain a database containing all relevant and current records of training. The Union and the Association will encourage the Connecticut Carpenters Apprentice and Training Fund to issue cards verifying completion of training.

This information shall be made available to Employers upon request. The Employer shall be required to provide notification to the Union of all certified training provided by the Employer to Union employees.

In accordance with the standards of the Construction Safety Code of the State of Connecticut and OSHA the Journeyman Training Upgrade Program shall consist of:

1. OSHA 10 hour outreach course.
2. OSHA 30 hour outreach course.
3. Fall Protection Competent Person
4. Scaffold Erection Certification Course

ARTICLE XX **MAINTENANCE OF STANDARDS**

SECTION 1.
The Employer agrees that it will not require as a condition of employment that any employee furnish or provide a truck, other equipment or power tools including battery powered tools.

SECTION 2.
Any carpenter who is sent to work more than 75 miles in a radius from Middletown, Connecticut shall be paid for travel expenses at the amount equivalent to the straight-time rate for time spent traveling, but not to exceed eight (8) hours in any one twenty-four (24) hour period, and for his/her transportation and subsistence expenses.

SECTION 3.

Any elevators being used for construction personnel on, Building Work, shall be made available for the use of the carpenter employees.

ARTICLE XXI GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1:

A grievance shall be defined as any dispute between the parties hereto during the term of this Agreement. The Union or the Association may file and process a grievance. Disputes concerning jurisdiction shall be dealt with only under this Article III, Section 3 and not under this Article XXI.

SECTION 2.

In the event of a grievance (which cannot be settled by the Employer and the Union or their representatives within fifteen (15) working days after the grieving party knew or should have known of the occurrence giving rise to the grievance), either the Association or the Union shall submit the grievance to the Committee for determination, providing it notifies the other party (the Employer or the Union, as the case may be) and the Association by certified mail postmarked within fifteen (15) working days after the grieving party knew or should have known of the occurrence giving rise to the grievance of the desire to arbitrate. Said notice shall include the question to be arbitrated and, where such question involves the interpretation or application of this Agreement, the article and section of this Agreement under which the grievance is claimed. A meeting of the committee to hear and determine said grievances shall be held within five (5) working days after receipt by the other party of the grievance notice. The committee's decision shall be final and binding. If the Association does not convene the committee within five (5) days the Union shall have the option of bypassing the committee and proceeding directly to arbitration.

SECTION 3.

There shall be a Committee composed of two representatives from the Union and two representatives from the Association. The Committee shall meet to consider the dispute within five (5) working days after the request for such consideration has been received by either the Association or the Union. Notification of a grievance by an aggrieved party shall be sent by certified mail, fax or any other reasonable written method, direct to the Association's office, the office of the Union and the office of the Employer.

The dispute shall be deemed settled and resolved in accordance with the majority vote of the Committee, and the Committee's decision shall be final and binding upon the parties to the dispute. When decisions are reached by the Committee, a time frame for compliance of such decision shall be established by the Committee. Upon failure to comply with the decision of the Committee, the parties are free to take whatever action they deem necessary toward implementation.

In the event the Committee is bypassed or is deadlocked or is otherwise unable to resolve a dispute which involves the interpretation or application of specific provisions of this Agreement within three (3) working days after it first meets or should have met, either the Association or the Union may submit the dispute to arbitration.

The parties shall thereupon either agree upon the selection of a neutral arbitrator or failing agreement, shall be submitted to an arbitrator from the following list in rotating order if available:

Peter Adomeit, Tim Bornstein, Larry Foy, Albert Murphy.

The parties shall make themselves available for an arbitration hearing within sixty (60) days of the submission to an arbitrator. If a party fails to make itself available for arbitration in sixty days or fails to participate in the committee process, it forfeits its case and the other party shall prevail and the question of the amount of damages can be presented to the committee or arbitrator on an ex-parte basis.

The decision of the Committee meeting with the neutral arbitrator as a Board of Arbitration shall be final and binding on the parties. The cost of the neutral arbitrator shall be divided equally between the parties.

SECTION 4(a).

If a grievance is not submitted to the Committee within fifteen (15) working days after the occurrence giving rise to the grievance in accordance with the provisions of Section 2 above, the grievance shall be deemed settled in favor of the non-grieving party.

SECTION 4(b).

The time limits set forth herein may be extended by written agreement between the Association and the Union.

SECTION 5.

Nothing contained herein shall require the Union or the Association to process any grievance which in its opinion would be without merit.

SECTION 6.

The parties agree that there will be no strike, work stoppage, slowdown, picketing or lockout or threats thereof, but said grievances or disputes will be submitted to arbitration in accordance with this Agreement. If a work stoppage occurs, the Committee or the Board of Arbitration shall meet within twenty-four (24) hours and shall return the workers to work and resolve the dispute. In the event that this Article shall conflict with Article XII concerning willful non-payment of wages, or Articles XIII and XV regarding failure to contribute to Health, Pension, Vacation, or Apprenticeship Funds, then, in that event, the provisions of this Article shall not apply. This section shall not apply where after five (5) working days notice to the Employer or the Union there is a failure by the Union or the Employer to comply with a decision of the Board of Arbitration or committee empowered to render a final and binding decision under this Agreement.

SECTION 7.

It shall be a violation of this Agreement if either party shall authorize any lockout, strike, work stoppage, slowdown, or intentional

interference of work. Neither the Union nor the Association shall aid or support unauthorized lockouts, strikes, slowdowns or work stoppages. In the case of an unauthorized lockout, strike, work stoppage or slowdown, the Union or the Employer involved shall take all affirmative action at its disposal, including but not limited to affirmatively acting to prevent or stop same by notifying the employees or Employers and the public that it disavows the conduct and by requiring the Employer or employees to make work available or to return to work in a proper fashion. If the Employer or employees refuse to do so, they shall be penalized, or replaced, disciplined or discharged as the case may be. It is further agreed that in all cases of an unauthorized strike, slowdown, walkout or any unauthorized interruption of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts by its members.

SECTION 8.

The Committee or the Board shall have the authority to grant such remedy as may be deemed appropriate with respect to any grievance or dispute brought before it and may, in addition, provide money or liquidated damages. All awards and decisions submitted to the Board or the Committee shall be reduced to writing when the decision is rendered and shall be final and binding upon the parties thereto. Copies thereof shall be given to the parties involved, the Association and the Union by certified mail.

SECTION 9.

It is intended and agreed that the procedure herein provided for the adjustment of grievances and disputes shall be the exclusive means for the determination of all grievances and disputes covered by this Agreement, including the arbitrability of any grievance or dispute or any claim based upon the alleged breach of the no-strike-no-lockout pledges of this Agreement. Neither the Employer, the Association, or the Union shall institute any action or proceeding, in a court of law or equity, state or federal, other than to compel arbitration or to correct, confirm, vacate, modify or secure enforcement of any decision of the Board or committee. This provision shall be a complete defense to and also grounds for a stay of any action or proceeding

instituted by any party contrary to this Agreement.

ARTICLE XXII **WORK STOPPAGES**

During the term of this Agreement there shall be no strike, work stoppage, slowdown, picketing or lockout, except as may be otherwise specifically provided herein.

(a) Willful non-payment of wages as outlined in Article XII, "Payment of Wages";

(b) Failure to pay Health, Apprenticeship, Pension Fund, Annuity Fund, Vacation Fund, or NECLMP Fund contributions in accordance with Article XV, "Regulation of Payment to Funds";

(c) Failure by the Employer or the Union to carry out the terms of a final and binding award of the arbitrator or Board, or Committee within five (5) working days after the receipt of the Decision unless the enforcement thereof shall be stayed by a court of competent jurisdiction.

ARTICLE XXIII **OBLIGATION AND RIGHTS OF** **THE ASSOCIATION, THE UNION, THE** **EMPLOYEE, AND THE EMPLOYER**

SECTION 1.

The Association and the Union agree that they are acting in the capacity of bargaining representatives for the Employers and Union respectively. Neither the Association nor the Union shall be liable as an entity for any violation of this Agreement by any present or future Employer or union, respectively.

SECTION 2.

The obligation of such Employer, as defined in Article I, Section 3(a) herein shall be several and not joint.

SECTION 3.

Any Employer as defined in Article I, Section 3(a) herein, at any time when this contract is in force and effect, shall be fully bound by the terms thereof, regardless of whether or not it continues its membership in the Association,

during the term of this Agreement. In the event that any Employer who is a party hereto shall withdraw its authorization from the Association, notice thereof shall be given by the Association to the Union as the Employer withdraws, but the employer shall not be relieved from the terms of this Agreement because of such withdrawal.

SECTION 4.

When necessary to fulfill the requirements of any trust agreement for participation in any health plan covered by this Agreement, or the pension plan referred to herein, the Association will provide, upon request, the Union with a signed Agreement for each individual Employer member of the Association.

ARTICLE XXIV **SUBCONTRACTING**

SECTION 1.

The employer agrees to notify the Union when and with whom the Employer has entered into a subcontract for work to be performed in the territorial jurisdiction of the Union, before the work of the subcontractor commences, and shall further state the scope and approximate starting date of the same. No subcontractor shall commence work unless it is a party to an agreement with the Union covering the work to be performed.

SECTION 2.

Any subcontractor on the site shall be covered by and subject to the terms of this Agreement except where the work covered by this Agreement is awarded directly to subcontractors under a pre-filed bid.

SECTION 3.

In the event that a subcontractor does not make payment of wages, health, pension, annuity, apprenticeship, Vacation, or industry, promotion and education fund contributions in accordance with the terms of this Agreement, then the Union must give the general contractor notice thereof as quickly as possible but not later than thirty days after the date payment was due. Upon notification from the Union, the general contractor agrees to hold any amounts due and owing to the

subcontractor to satisfy the subcontractor's delinquency.

SECTION 4.

It is agreed that the Employer will not subcontract the labor or any part or parts of its work or lump out work on a piece-work basis to any worker.

ARTICLE XXV MISCELLANEOUS

SECTION 1.

The Employer agrees to provide a suitable bulletin board in a conspicuous place where the employees are employed for the posting of information regarding union matters by the Union.

SECTION 2.

In the event of war, declaration of a national emergency or imposition of economic controls upon wages by any federal authority during the life of this Agreement, the parties may mutually agree to reopen this Agreement for re-negotiation of matters dealing with wages, hours or other conditions of employment.

SECTION 3.

When an employee is injured on the job, she/he shall be paid eight (8) hours for the day of the injury.

SECTION 4. Management Prerogatives.

The Employer shall have full authority to manage the work, direct the workforce and decide all matters, except to the extent the Employer is specifically prohibited from doing so by the terms and conditions of this Agreement.

ARTICLE XXVI SUCCESSORS AND ASSIGNS

SECTION 1.

This Agreement shall be binding upon the Employer, its successors, administrators, executors and assigns.

SECTION 2.

The Employer shall not enter into a merger of any type with any other firm or person unless the new firm or owner assumes all accrued

financial obligations to the employees and funds established in the Agreement. Notice of a merger or sale shall be given in writing to the Union immediately upon consummation of said merger or sale.

ARTICLE XXVII ASSOCIATION CONSTRUCTION PROGRAM

SECTION 1.

During the term of this Agreement, the Employer agrees to pay to the Association, its successors or assigns, or designee the sum of ten cents (\$.10) per hour for each payroll hour worked for pursuant to Article IX, Section 1, for each of its employees covered by the terms of this Agreement.

SECTION 2.

In the Event a non-member employer is not contributing to the IAP then the same amount will be contributed to the apprentice fund. Neither the Union or its representatives may encourage or persuade any Employer to (1) not make contributions in the amount set forth in this Agreement to the Association Construction Program or (2) make such contributions to the Carpenters Apprenticeship Fund rather than to the Association Construction Program.

SECTION 3.

The Union agrees to furnish the Association with the following: (a) a copy of newly signed individual collective bargaining agreements or participation agreements requested by the Association for work covered by this Agreement; and (b) up-to-date lists of the names and addresses of all Employers who have signed an Independent Agreement for the types of work covered under this Agreement.

SECTION 4.

The Union agrees to propose that all the provisions contained in this Article XVII, Association Construction Program, shall be included in every Independent Agreement for work covered by the terms of this Agreement.

SECTION 5.

If the Union accepts or is a party to any Independent Agreement with any Employer for work covered under this Agreement that does not include all provisions of this Article

XXVII, the Association shall have the option, in its sole discretion to submit the matter to arbitration.

SECTION 6.

In consideration of the promises and obligations of Employers to make contributions to the Association as provided for herein and to promote work opportunities for Employers and employees working under this Agreement and in the construction industry, and in consideration of services to be directly and indirectly provided for such Employers by the Association, as determined by the Association, and for the benefit of the construction industry generally, and for other good and valuable consideration (such consideration which each Employer hereby acknowledges by being bound to or signatory to this Agreement or an Independent Agreement), each Employer agrees to all of the provisions of this Article XXVII and acknowledges that said contractual provisions were made for the express, direct and exclusive benefit of the Association (a third party beneficiary under this Agreement, an Independent Agreement, or any other form of agreement or understanding with any Employer for work covered under this Agreement for the term of this Agreement). Any or all provisions of this Article XXVII may be specifically enforced by the Association.

SECTION 7.

The Employer agrees to hold the Union harmless from the Union's participation in or performance of the provisions of this Article.

ARTICLE XVIII **DUES CHECKOFF**

SECTION 1. Dues Assessment.

With respect to all work with newly negotiated wage rates, the Employer shall deduct 2.5% of the total package paid to an individual carpenter (or any other amount subsequently and lawfully decided) for each hour worked by each carpenter working within the territorial jurisdiction of this Agreement. The Employer shall deduct 2.5% of the journeyman's total package from each foreman or superintendent as dues assessment for each hour paid for each foreman or superintendent who is a member of the UBC. On overtime work the 2.5%

deduction shall be calculated at the straight time rate.

SECTION 2.

Dues deductions shall be included in the benefit receipt.

SECTION 3.

The Union agrees to indemnify, defend and save the Employer and the Association harmless against any and all claims, suits or other forms of liability from the Employer's participation in or performance of the provisions of this Article.

SECTION 4.

Dues Assessment Authorization cards filled out by carpenters will be kept on file at the Union office. These authorization cards shall be irrevocable for one year or the termination date of this Agreement whatever occurs sooner and will remain in effect until revoked by notice in writing to the Union. Copies of these authorizations shall be sent to Employers.

ARTICLE XXIX **APPLICABILITY OF AGREEMENT**

SECTION 1.

The Union recognizes the threat of non-union competition and will do all possible to promote Union construction, including holding pre-bid and/or pre-job conferences on an individual job basis to mutually agree on ways to enable the Union Employers to be more competitive with non-union Employers. The parties recognize the threat of unfair competition in certain areas and types of work from contractors who do not conform to the standards provided in this collective bargaining agreement. In order to address that problem, the Employer may request relief from certain provisions of this collective bargaining agreement. The Employer shall contact the Executive Secretary-Treasurer of the Council or his or her designee to discuss the relief being requested. If an agreement on relief is granted, it will be reduced to writing, and reasonable efforts will be made to advise other signatory contractors who are bidding on the project of the relief. It is expressly understood that no modification or deviation may be made from the existing collective

bargaining agreement except by mutual agreement of the parties. It is further understood that failure to reach an agreement under this provision shall not be subject to arbitration. It is the intent of the parties that this procedure will be utilized where circumstances warrant and that the Employer will not abuse this procedure. Relief granted under this section shall not constitute a violation of the favored nations provisions of Section 4 of this Article. Procedures shall be established by the Executive Secretary Treasurer or his or her designee to notify all contractors of the changes, which have been granted for that particular job.

SECTION 1a.

All applicable work in the territorial jurisdiction outlined in Article IV shall be performed under the terms of this Agreement. Effective immediately all contractors signatory to this collective bargaining agreement shall also be bound by the terms and conditions of each of the carpenters collective bargaining agreements in Massachusetts, Maine, New Hampshire, Vermont and Rhode Island.

However, with respect to the contracting of work on projects in Maine, New Hampshire, (not including New Hampshire territory covered by the Boston and Eastern Massachusetts Agreement) and Vermont (not including Vermont territory covered by the Local 108 Agreement), the following shall apply:

It is understood that there may be instances when suitable, competitive union subcontractors may not be available for certain subcontractors. In such instances, the Employer will notify the Union in a timely manner prior to the bid or the award of the subcontract, and the Union will endeavor to locate suitable, competitive Union subcontractors to bid for the work. If the Employer and the Union are unable to locate such suitable, competitive sub-contractors, it is understood and agreed that the Employer will be relieved of the subcontracting clause for such subcontracts; provided, however, that the sub-contractor selected by the Employer must be a responsible sub-contractor who provides workers' compensation insurance for all employees, who does not misclassify any

employees as "independent contractors," and who provides and pays for legitimate full-coverage health insurance for all carpenter employees and their families. Any disputes under this section as to whether a union subcontractor is competitive, whether the Employer notified the Union in a timely manner, or whether a non-union subcontractor is responsible and complies with the standards set forth in this section are to be resolved by expedited arbitration. A hearing will be held within seven days of submission, and if necessary, the parties will make themselves available for an evening hearing. The hearing shall not take more than one (1) day; no briefs are to be filed, and a decision shall issue within twenty-four (24) hours of the close of the hearing.

The Association and the Union will be held harmless and will not be liable for any action resulting from the effectuation of this Section.

SECTION 2

In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: if and when the Employer performs any job site construction work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership or any other business entity, including a joint venture, wherein the Employer has either directly or indirectly, a significant degree of ownership, management or control the terms and conditions of this Agreement shall be applicable to all such work.

SECTION 3. Remedy

Alleged violations of this Article will be processed under the Grievance and Arbitration Procedure, Article XXI of this Agreement. Any awards issued shall include payment of wages and benefits for those employees who lost work opportunities.

SECTION 4. Most Favored Nations Clause

The Union agrees that in the event it grants more favorable terms or conditions, other than

those contained in this Agreement, to any employer or association, the Union will extend those same terms and conditions to the parties to this Agreement.

The Union further agrees that it will not enter into any project labor agreements or side letter agreements that contain more favorable terms than those contained in this Agreement without offering those same terms to the parties to this Agreement on that project only.

This Section shall not apply to more favorable terms or conditions that are granted pursuant to the provisions of Article XXIX, Section 1 of this Agreement.

ARTICLE XXX **CONSTRUCTION MANAGER**

Whenever any signatory contractor performs work as a management consultant, construction manager, developer, owner/builder or solicits bids from subcontractors, considers proposals submitted by subcontractors or coordinates work performed by subcontractors, it shall be deemed to be a general contractor subject to the terms and conditions of this Agreement; provided, however, this provision shall not apply to any affiliated development company, or to any entity that does not manage and/or coordinate the construction contracts or construction work and that does not select subcontractors. The Employer recognizes that the Union, pursuant to the National Labor Relations Act, has the right to request that the Employer provide it with information relating to whether it manages and/or coordinates contracts or work or selects subcontractors. This provision does not apply on public projects where, pursuant to the laws of the

state of Connecticut or any subdivision thereof, the construction manager does not select the subcontractors.

The Union agrees that a signatory contractor is not covered by this agreement or bound to the subcontracting provision when it acts as a construction manager if it does not manage and coordinates contracts or work and does not select and determine the subcontractor on the job.

It is also understood that when a signatory contractor requests relief pursuant to article XXIX, the Union will deal with the request in good faith.

ARTICLE XXXI **VALIDITY**

Any provision of this Agreement adjudged to be unlawful by a court of competent jurisdiction shall be deemed for all purposes as null and void, but all other provisions of this Agreement shall continue in full force and effect except as provided herein, and in such event the parties hereto may jointly agree to reopen the Agreement for the purpose of negotiating with respect to the provision of this Agreement declared unlawful.

In the event the minimum prevailing wage rates adopted pursuant to the Federal Davis-Bacon Act (40 USC 276a) or the Connecticut Minimum Prevailing Wage Law (Connecticut Statutes, section 31-35), are lower than the wage rates provided for herein, this collective bargaining agreement may be adjusted to reflect the lower wage rates for that project. Any adjustments shall be determined by the parties to this Agreement.

ARTICLE XXXII
EXPIRATION PROVISION

This Agreement shall take effect as of the first day of May, 2002. This Agreement shall remain in effect through April 30, 2006, and shall then renew itself from year to year unless either party to the Agreement gives written notice to the other party, at least sixty (60) days prior to said 30th day of April, 2006 or any year thereafter, of a desire to change the terms or conditions hereof. Prior to April 30, 2006, or any year thereafter, in which such notice is given, the parties hereto will begin negotiations with a view of renegotiating this Agreement. During such negotiations this Agreement shall remain in force until negotiations are broken off or an agreement is reached.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized representatives on this 14th day of May, 2002.

New England Regional Council
Of Carpenters

by Thomas Harnett

United Brotherhood Of Carpenters
And Joiners of America, Local #24

by Chris [Signature]

United Brotherhood Of Carpenters
And Joiners of America, Local #43

by Joe [Signature]

United Brotherhood Of Carpenters
And Joiners of America, Local #210

by [Signature]

Date: 6/28, 2002

AGC/CCIA Building Contractors
Labor Division
Of Connecticut, Inc.

by MB [Signature]

Connecticut Construction Industries
Association, Inc.

by MB [Signature]

Date: 6/21, 2002

SCHEDULE A - CARPENTERS EMPLOYERS

ADF Industries, Inc.
2718 Wilbur Cross Highway
Berlin, CT 06037

Acoustics, Inc.
58 Alna Lane.
East Hartford, CT 06108

Arborio Corporation
231 Shunpike Road
Cromwell, CT 06416

Baier Construction Company, Inc.
50 East Dudleystown Road
Bloomfield, CT 06002

The Balf Company
301 Hartford Ave.
PO Box 310903
Newington, CT 06131-0903

Bartlett, Brainard & Eacott, Inc.
70 Griffin Road South.
Bloomfield, CT 06002-3533

Bismark Construction Co., Inc.
100 Bridgeport Ave.
Milford, CT 06460

Blakeslee, Arpaia, Chapman, Inc.
200 North Branford Rd.
Branford, CT 06405

The Brunalli Construction Company
109 Summer St.
Southington, CT 06489

Cardi Corp.
400 Lincoln Ave.
Warwick, RI 02888

Carlin Contracting Co., Inc.
454 Boston Post Rd.
Waterford, CT 06385

Ceco Concrete Construction
23A Old Windsor Road
Bloomfield, CT 06002

Chapel Construction of New Haven, Inc.
100 Ashmun St.
New Haven, CT 06511

Corsetti Construction, Inc.
Three Commerce Circle
Dunham, CT 06422

L. G. Defelice, Inc.
30 Bernhard Road
North Haven, CT 06473

Deluca Construction Company
PO Box 2186,
27 Crescent St.
Stamford, CT 06906

Dimatteo Construction Co.
55 Corporate Ave.
Plainville, CT 06062

Dimatteo Construction Co./Bruanalli JV
55 Corporate Ave.
Plainville, CT 06062

Frank E. Downes Construction Co., Inc.
200 Stanley St.
New Britain, CT 06050

Drywall Associates, Inc.
13 Commerce Rd.
Newtown, CT 06470

Galasso Materials, LLC
60 South Main St.
East Granby, CT 06026

Guardrail, Inc.
200 Pratt St.
Meriden, CT 06450

Giordano Construction
1155 Main St.
PO Box 802
Branford, CT 06405

The Hartland Building & Restoration Co.
PO Box 614
East Granby, CT 06026

Industrial Construction Company
752 North Mountain Road
Newington, CT 06111-1496

Joseph F. Kelly Co., The
184 Front Street
New Haven, CT 06516

The Kessler Construction Company
244 Prospect Ave.
Hartford, CT 06106

Kiewit Construction Company
16 Trotter Dr.
Medway, MA 02053

Marshall & Sons, Inc., J.L.
3 Clara St.
Seekonk, MA 02771

Mercede & Sons, Inc., Frank
860 Canal St.
Stamford, CT 06902

Milazzo & Company, S.G.
148 Dividend Rd
Rocky Hill, CT 06067

New England Drywall, Inc.
340 Old Maple Ave.
North haven, CT 06473

New Haven Partitions
315A Front St.
New Haven, CT 06511 3-3299

C. H. Nickerson & Co., Inc.
49 Hayden Hill Rd.,
P.O. Box 808
Torrington, CT 06790

Noble Construction & Management
34 River Road Drive
Essex, CT 06426

Norwalk Marine Contractors
111 Harbor Avenue
Norwalk, CT 06850

Nutmeg Interiors, Inc.
91 Southfield Avenue
Stamford, CT 06902

O & G Industries. inc.
P.O. Box 907,
112 Wall St.
Torrington, CT 06790

Patent Construction Systems
540 Flatbush Ave.
Hartford, CT 06106

Piedmont Construction Corporation
PO Box 11279
Newington, CT 06111

Quaker Corporation
PO Box 368
Cheshire, CT 06410

Railworks Track Services, Inc.
225 Knowlton St.
Bridgeport, CT 06608

River Pile & Foundation Co., Inc.
73 Alexander St.
Yonkers, NY 10701

Rotha Contracting Co., Inc.
Dry Bridge Rd.
PO Box 550
Canton, CT 06019

Spencer, White & Prentis Foundation Corp.
6 Colletti Lane
Swansea, MA 02777

Standard Builders, Inc.
52 Holmes Rd.
Newington, CT 06111-1708

Tilcon Connecticut, Inc.
PO Box 1357
New Britain, CT 06050

Tomlinson—Hawley—Patterson
2225 Reservoir Ave.
Trumbull, CT 06611

Waters Construction Company, inc.
300 Bostwick Ave.
Bridgeport, CT 06605

J. F. White Contraction Company
10 Burr St.
Framingham, MA 01701

WDJ Construction Inc.
865 Main Street
South Glastonbury, CT 06073

White Oak Corporation
7 West Main St.
Plainville, CT 06062

Yonkers Contracting Company
PO Box 38
Yonkers, NY 10704

SCHEDULE B

TERRITORIAL JURISDICTION - LOCAL 24

Central Connecticut Carpenters Local #24,
500 Main St.
Yalesville, CT 06492
Telephone: (203)265-6242

Territory: Beacon Falls, Berlin, Bethany, Branford, Bristol, Burlington, Canton, Centerbrook, Cheshire, Chester, Clinton, Cobalt, Cromwell, Deep River, Durham, East Berlin, East Haddam, East Hampton, East Haven, Essex, Guilford, Hadlyme, Hamden, Harwinton, Higganum, Ivoryton, Kensington, Killingworth, Madison, Marlborough, Meriden, Middlebury, Middlefield, Middletown, Moodus, Morris, Naugatuck, New Britain, New Haven, Newington, North Branford, Northfield, Northford, North Haven, Oakville, Oldham, Old Saybrook, Orange, (east of Orange Center Road and north of Route 1, and north of Route 1 and east of the Oyster River), Plainville, Plymouth, Portland, Prospect, Rockfall, Short Beach, Southbury, Southington, Thomaston, Wallingford, Waterbury, Watertown, Westbrook, West Haven, Woodbridge, Wolcott, Andover, Ashford, Bozrah, Brooklyn, Canterbury, Chaplin, Colchester, Columbia, Coventry, East Lyme, Eastford, Franklin, Griswold, Groton, Hampton, Hebron, Killingly, Lebanon, Ledyard, Lisbon, Lyme, Mansfield, Montville, New London, North Stonington, Norwich, Old Lyme, Plainfield, Pomfret, Preston, Putnam, Salem, Scotland, Sprague, Sterling, Stonington, Thompson, Union, Voluntown, Waterford, Washington, Windham, Woodstock.

TERRITORIAL JURISDICTION - LOCAL 43

Local Union No. 43
885 Wethersfield Avenue
Hartford, CT 06114
Telephone: 860-296-2254

Territory: Avon, Bloomfield, Bolton, East Granby, East Hartford, East Windsor, Ellington, Enfield, Farmington, Glastonbury, Granby, Hartford, Hartland, Manchester, Rocky Hill, Simsbury, Somers, South Windsor, Stafford, Suffield, Tolland, West Hartford, Wethersfield, Windsor, Windsor Locks, Vernon.

SCHEDULE B (continued)

TERRITORIAL JURISDICTION - LOCAL 210

Local 210 Main Office

35 Pulaski St.
P.O. Box 562
Norwalk, CT 06852 Tel: (203)846-2003 or (203)324-3127

Area Union Offices:

Danbury (203)748-8739
Bridgeport (203)334-0644 or (203)333-7992
Stamford/Norwalk (203)846-2003 FAX (203)846-2027
Torrington (203)482-2524

Territory:

Ansonia, Barkhamsted, Bethel, Bethlehem, Bridgeport, Bridgewater, Brookfield, Canaan, Colebrook, Cornwall, Danbury, Darien, Derby, Easton, Fairfield, Goshen, Greenwich, Kent, Litchfield, Milford, Monroe, Morris, New Hartford, New Canaan, New Fairfield, New Milford, Newtown, Norfolk, North Canaan, Norwalk, Orange, (west of Orange Center Road and south of Route 1 and west of the Oyster River), Oxford, Oyster, Redding, Ridgefield, Roxbury, Salisbury, Seymour, Sharon, Shelton, Sherman, Stamford, Stratford, Torrington, Trumbull, Warren, Washington, Weston, Westport, Wilton, Winchester, Woodbury.

SCHEDULE C
CARPENTERS FUNDS

Connecticut Carpenters Pension Fund

<u>Contribution:</u>	<u>Effective Date:</u>	
\$3.50 per hour	May 1, 2002	for Building Work
\$3.00 per hour	May 1, 2002	for H&H Work

Connecticut Carpenters Health Fund

<u>Contribution:</u>	<u>Effective Date:</u>
\$3.20 per hour	May 1, 2002

Connecticut Apprenticeship and Training Fund

<u>Contribution:</u>	<u>Effective Date:</u>
\$0.19 per hour	May 1, 2002

NECLMP

<u>Contribution:</u>	<u>Effective Date:</u>
\$0.10 per hour	May 1, 2002

Carpenters Supplemental Pension Annuity Fund:

<u>Contribution:</u>	<u>Effective Date:</u>
\$2.55 per hour	May 1, 2002

UBC:

<u>Contribution:</u>	<u>Effective Date:</u>
\$0.06 per hour	May 1, 2002

CCIA INDUSTRY ADVANCEMENT PROGRAM

<u>Contribution:</u>	<u>Effective Date:</u>
\$0.10 per hour	May 1, 2002

TOTALS

<u>Package:</u>		<u>Effective Date:</u>	<u>Contributions:</u>	
Building	H&H		Building	H&H
\$33.40	\$31.35	May 1, 2002	\$ 8.70	\$ 8.20
\$35.40	\$34.10	May 5, 2003	\$ 9.70	\$ 9.70
\$37.40	\$36.75	May 3, 2004	\$10.70	\$10.70
\$39.25	\$39.25	May 2, 2005	\$11.55	\$11.55

WORK ASSESSMENT

(Deduction from pay.)

<u>Amount:</u>		<u>Effective Date:</u>
Building	H&H	
\$0.84	\$0.78	May 1, 2002
\$0.89	\$0.85	May 5, 2003
\$0.94	\$0.92	May 3, 2004
\$0.98	\$0.98	May 2, 2005

CONNECTICUT CARPENTERS VACATION FUND

(Deduction from pay.)

<u>Amount:</u>	<u>Effective Date:</u>
\$0.05 per hour	May 1, 2002

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LETTERS OF UNDERSTANDING

The parties have agreed to the following matters:

Both parties recognize that the assignment of the following work has been claimed and continues to be claimed by multiple craft unions and agree that employers may assign said work to employees covered under various Agreements including employees under the terms of this Agreement. In the event of a dispute, the dispute shall be decided under Article III, Section 9 of the Agreement.

- Stripping of flat arches;
- Metal curb, sidewalk and gutter forms;
- Erection and assembly of metal bin walls;
- When the pile work is performed by a contractor performing work on the contract other than solely the piles, positioning, placing and pouring of concrete into pipe piles, shell piles and monotube piling by any method, except that tremi-pours in piles which the parties agree are in the trade jurisdiction of the pile drivers;
- Unloading, handling, setting and connecting together of self-service refrigerated and frozen food display cases, and freezers regardless of materials;
- Load Cells; and
- Repair and maintenance of pneumatic hammers and leads at the jobsite.

Fire Stopping Work

The Union agrees that it will not file subcontract grievances related to the assignment of fire stopping work.

All references to commercial concrete batch plants, asphalt batch plants, and aggregate producing plants including sand and gravel plants are excluded from the provisions of Article III of this Agreement.

Dismantling

This letter concerns the meaning and application of the term "dismantle" under Article III, Trade Jurisdiction of the proposed collective bargaining agreement to be effective May 1, 2002 through April 30, 2006.

It was explicitly agreed during negotiations for this agreement that the word "dismantle" means the removal of material that will be reused. The use of the word "dismantle" connotes that the work described is to be performed by employees under this Agreement.

Cell Phones

Except for emergencies or for company or union business, Employees shall be prohibited from the unauthorized use of cell phones or other electronic devices while on work time or in company vehicles or equipment.

Six state agreement

This letter concerns the meaning and application of Article IV, Territorial Application, Section 1 of the Agreement, to be effective May 1, 2002 through April 30, 2005, which requires that all applicable work, that is to say building work, performed in Massachusetts, Rhode Island, effective April 1, 1999 and in Maine, Vermont and New Hampshire effective October 1, 1999 "shall be performed in accordance with the terms and conditions of the local area agreement."

It was explicitly agreed during negotiations for this Agreement that contractors signatory to the statewide Connecticut agreement would be bound only by the duration and termination provisions of the Connecticut agreement and would not be bound by the duration and termination provisions of the local union agreements in the other New England states. That is to say, if a contractor bound to this Agreement through its membership in the multi-employer bargaining group properly terminates its participation in this Agreement, the contractor is not still bound by the local union agreements in the other New England states, because he had been signatory to this Agreement.

It was further agreed that contractors signatory to this Agreement were not thereby signatory to any of the local union agreements in the other New England states and that contractors signatory to this Agreement, when working in those other states, did not have to sign a local union agreement in those other states in order to make the fringe benefit contributions required by any such local union agreement.


Article XXII, Section (c)

If the National Labor Relations Board declines to defer the processing of an unfair labor practice charge due to the fact that the Union can engage in a work stoppage in response to an Employer's failure to comply with an arbitration award, the Union and Employer will request jointly in writing that the right to engage in a work stoppage not be the basis for the Board declining to defer to arbitration.

Agreed to:



Dave Palmisciano, NERCC
Representing Carpenters Locals 24, 43, 210



Marvin B. Morganbesser
AGC/CCIA Building Contractors
Labor Division of Connecticut, Inc.
and CCIA, Inc.

LETTER OF UNDERSTANDING

For work performed from May 1, 2002 through August 31, 2002 heavy and highway Employers shall make after tax deductions from wages and remit them to the Vacation Fund and to the Union for work assessment and shall make contributions to the Health Fund, Pension Fund, Annuity Fund, Apprenticeship Fund, Labor Management Fund, Industry Advancement Program, and UBC funds enumerated in Schedule C of the collective bargaining agreement, hereinafter referred to as the "Funds," in the amounts set forth in Schedule C of the collective bargaining agreement for each hour worked by each employee covered under the collective bargaining agreement.

All such payments to the Funds are to be made in such manner and in such time as the Trustees of the respective Funds shall determine, but contributions shall not be required to be paid more often than monthly, nor sooner than the 20th day of the month following the month in which said contributions were earned, except that the Union shall have the right in its discretion to require employers to pay these contributions weekly.*

The Association will be advised in each instance of the implementation of this policy and shall have the right to delay action until the issue is decided under the arbitration and grievance procedures of this Agreement. The Trustees shall apply such contributions to provide such plan or plans of benefits for eligible employees, as the Trustees shall determine. The Employer shall be liable to pay contributions provided above only for hours worked for covered employment in the geographical jurisdiction covered by the respective Funds. In no event shall the Employer be liable to make duplicate contributions to more than one Fund providing the same type of benefits.

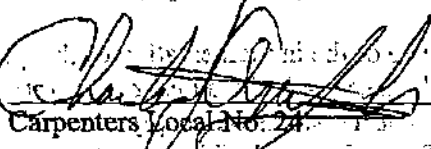
With respect to contributions for work by heavy and highway Employers between May 1, 2002 and August 31, 2002, when an Employer is seven (7) days in default and has been determined by the Trustees to be delinquent in its payments as required herein, the Union may give the Employer five (5) working days' written notice of its intention to take economic action against him, with a copy of said notice to the Association. If after five (5) working days' written notice to the Employer and the Association, an Employer fails to pay the contributions to the Funds referred to and due under the terms of the collective bargaining agreement, and notwithstanding any other provisions, the Union shall have the right to have the employees cease work, and such employees shall be made whole for any wages lost as a result of such work stoppage up to a maximum of sixteen (16) hours. In the event that it is necessary to turn the matter over to the attorney for collection, the Employer will be liable for cost of collection, including attorney's fees, if any. A contributing Employer shall not be determined to be delinquent in the payment of contributions if its contributions are paid to the Funds before the twentieth (20th) day of the month following the month in which the contributions were earned.

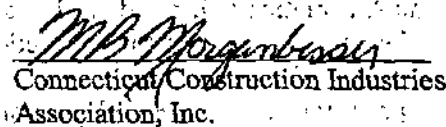
* It is understood that "the Union shall have the right in its discretion to require Employers to pay these contributions weekly" permits the Union to require Employers to pay these contributions weekly only if: a) the Employer has failed to make required monthly contributions on time (i.e., the 20th day following the month in which said contributions were earned) for two (2) months on or after January 25, 2001; or b) if the Employer, that has its primary office outside of Connecticut, has failed to make monthly contributions on time for two (2) months out of the previous twelve (12)

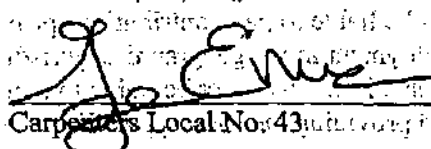
months for any month on and after January 25, 2001. Further, it is understood that the delay in the implementation of the new fringe benefit rate increases, effective May 1, 2002, shall not be considered a "delinquency" unless the employer fails to make the required payments in a timely manner as required herein.

A signatory contractor's payment of benefits contributions will be considered to have been paid on a timely basis when the money is transferred into or deposited with the Funds' designated custodial bank, or when the money is received by the Funds' office, whichever is sooner. Contributions will not be considered delinquent if caused by conditions beyond the control of the contractor, such as out of the ordinary mail delays, power outages, fire, acts of God, or if the due date for the contribution falls during the same week as a bank holiday.

For all heavy and highway work after August 31, 2002; the provision of Article XIII and XV of the collective bargaining agreement shall apply and the terms of this Letter of Understanding shall not apply.


Carpenters Local No. 24

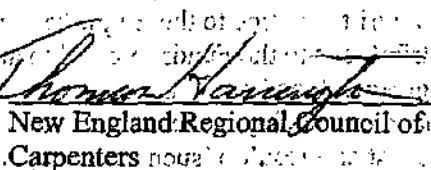

Connecticut Construction Industries
Association, Inc.


Carpenters Local No. 43


AGC/CCLA Building Contractors
Labor Division of Connecticut, Inc.


Carpenters Local No. 210

Dated: 6/21/2002


New England Regional Council of
Carpenters

Dated: June 26, 2002